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No. 33] NEW DELHI, SATURDAY, AUGUST 19, 1989/SRAVANA 28, 1911

भाग II—खण्ड 3—उप-खण्ड (ii)

PART II—Section 3—Sub-Section (ii)

इस भाग में भिन्न पृष्ठ संख्या दी जाती है जिससे कि यह अलग संकलन के रूप में
रखा जा सके

Separate Paging is given to this Part in order that it may be filed as a
separate compilation

(संघ राज्य क्षेत्र प्रशासनों को छोड़कर) केन्द्रीय अधिकारियों द्वारा जारी किए गए आदेश और अधिसूचनाएं
Statutory Orders and Notifications Issued by the Ministries of the Government of India (other than
the Ministry of Defence)

सिंधि एवं न्याय मंत्रालय

(सिंधि कार्य विभाग)

नई दिल्ली, 17 जुलाई, 1989

सूचनाएं

का.आ. सं. 1881:—नोटरीज नियम, 1956 के नियम 6 के अनुसरण में सक्षम प्राधिकारी द्वारा यह सूचना दी जाती है कि कुमारी बीना बक्शी एडवोकेट ने उक्त प्राधिकारी को उक्त नियम के नियम 4 के अधीन एक आवेदन इस बात के लिए दिया है कि उसे दिल्ली और जिला कोर्ट्स (न्यायालय) दिल्ली में व्यवसाय करने के लिए नोटरी के रूप में नियुक्त किया जाए।

2. उक्त व्यक्ति की नोटरी के रूप में नियुक्ति पर किसी भी प्रकार का आपत्त इस सूचना के प्रकाशन के चौदह दिन के भीतर लिखित रूप में मेरे पास भेजा जाए।

[सं. 5/38/89-जुडिसियल]

MINISTRY OF LAW AND JUSTICE

(Department of Legal Affairs)

New Delhi, the 17th July, 1989

NOTICES

S.O. 1881.—Notice is hereby given by the Competent Authority in pursuance of rule 6 of the Notaries, 1956, that application has been made to the said Authority, under rule 4 of the said Rules, by Miss. Veena Bakshi Advocate for

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appointment as a Notary to practise in Delhi & Distt, Courts, Delhi.

2. Any objection to the appointment of the said person as a Notary may be submitted in writing to the undersigned within fourteen days of the publication of this Notice.

[No. F. 5/38/89-Judl.]

नई दिल्ली, 20 जुलाई, 1989

का.आ. सं. 1882:—नोटरीज नियम, 1956 के नियम 6 के अनुसरण में सक्षम प्राधिकारी द्वारा यह सूचना दी जाती है कि श्रीमती बीना काशिक, एडवोकेट ने उक्त प्राधिकारी को उक्त नियम के नियम 4 के अधीन एक आवेदन इस बात के लिए दिया है कि उसे काना जिला मुजफ्फरनगर (यू.पी.) में व्यवसाय करने के लिए नोटरी के रूप में नियुक्त किया जाए।

2. उक्त व्यक्ति की नोटरी के रूप में नियुक्ति पर किसी भी प्रकार का आपत्त इस सूचना के प्रकाशन के चौदह दिन के भीतर लिखित रूप में मेरे पास भेजा जाए।

[सं. 5/37/89 जुडि.]

New Delhi, the 20th July, 1989

S.O. 1882.—Notice is hereby given by the Competent Authority in pursuance of rule 6 of the Notaries, 1956, that application has been made to the said Authority, under rule 4 of the said Rules, by Smt. Beena Kaushik, Advocate for appointment as a Notary to practise in Kairana Distt, Muzaffar Nagar (U.P.).

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2. Any objection to the appointment of the said person as a Notary may be submitted in writing to the undersigned within fourteen days of the publication of this Notice.

[No. F. 5/37/89-Judl.]

नई दिल्ली, 25 जुलाई, 1989

का.आ. 1883--नोटरीज नियम, 1956 के नियम 6 के अनुसरण में सक्षम प्राधिकारी द्वारा यह सूचना दी जाती है कि श्री संजीव कंचन एडवोकेट ने उक्त प्राधिकारी को उक्त नियम के नियम 4 के अर्धीन एक आवेदन इस बात के लिए दिया है कि उसे पेरिन नारिमन स्ट्रीट एरिया (महाराष्ट्र) व्यवसाय के करने लिए नोटरी के रूप में नियुक्त किया जाए।

2. उक्त व्यक्ति की नोटरी के रूप में नियुक्ति पर किसी भी प्रकार का आक्षेप इस सूचना के प्रकाशन के चौदह दिन के भीतर लिखित रूप में मेरे पास भेजा जाए।

[सं. 5/29/89 जुडि.]

New Delhi, the 25th July, 1989

S.O. 1883.—Notice is hereby given by the Competent Authority in pursuance of rule 6 of the Notaries, 1956, that application has been made to the said Authority, under rule 4 of the said Rules, by Shri Sanjeev Kanchan Advocate, for appointment as a Notary to practise in perin Nariman Street, area.

2. Any objection to the appointment of the said person as a Notary may be submitted in writing to the undersigned within fourteen days of the publication of this Notice.

[No. F. 5/29/89-Judl.]

का.आ. 1884--नोटरीज नियम, 1956 के नियम 6 के अनुसरण में सक्षम प्राधिकारी द्वारा यह सूचना दी जाती है कि श्री घनश्याम लाल पुरोहित, एडवोकेट ने उक्त प्राधिकारी को उक्त नियम के नियम 4 के अर्धीन एक आवेदन इस बात के लिए दिया है कि उसे किशनगढ़ जिला अजमेर राजस्थान व्यवसाय करने के लिए नोटरी के रूप में नियुक्त किया जाए।

2. उक्त व्यक्ति की नोटरी के रूप में नियुक्ति पर किसी भी प्रकार का आक्षेप इस सूचना के प्रकाशन के चौदह दिन के भीतर लिखित रूप में मेरे पास भेजा जाए।

[सं. 5/39/89 जुडि.]

के डी सिंह, सक्षम प्राधिकारी

S.O. 1884.—Notice is hereby given by the Competent Authority in pursuance of rule 6 of the Notaries, 1956, that application has been made to the said Authority, under rule 4 of the said Rules, by Shri Ghanshyam Lal Purohit, Advocate for appointment as a Notary to practise in Kishan-garh Distt. Ajmer (Raj.).

2. Any objection to the appointment of the said person as a Notary may be submitted in writing to the undersigned within fourteen days of the publication of this Notice.

[No. F. 39/89-Judl.]

K. D. SINGH, Competent Authority

गृह मंत्रालय

(आसूचना ब्यूरो)

नई दिल्ली, 21 जुलाई, 1989

का.आ. 1885--आसूचना ब्यूरो (गृह मंत्रालय), नई दिल्ली के बाह्य स्थित कार्यालय "सीधी भर्ती प्रशिक्षण संस्थान, शिवपुरी, मध्य प्रदेश" के 80% अधिकारियों एवं कर्मचारियों ने हिन्दी का कार्यसाधक ज्ञान प्राप्त कर लिया है। अतः, केन्द्रीय सरकार, राजभाषा (संघ के शासकीय प्रयोजनों के लिए प्रयोज्य) नियम, 1976 के नियम 10 के उप नियम (4) के अनुसरण में ब्यूरो के शिवपुरी स्थित प्रशिक्षण संस्थान को एतद्वारा अधिसूचित करती है।

[सं. 1/1/89 हिन्दी-5229]

आर.एन. सेन गुप्ता, अपर उपनिदेशक

MINISTRY OF HOME AFFAIRS

(Intelligence Bureau)

New Delhi, the 25th July, 1989

S.O. 1885.--80% officers/employees working in the "Direct Recruitment Training Institute, Shivpuri, Madhya Pradesh" of the Intelligence Bureau (Ministry of Home Affairs), New Delhi, have since acquired working knowledge of Hindi. As such, in pursuance of Sub-rule (4) of Rule (10) of the Official Language (use for official purposes of the Union), Rules 1976, the Central Government hereby notifies the abovementioned Training Institute of the Bureau located at Shivpuri.

[No. 1/1/89-Hindi-5229]

R. N. SEN GUPTA, Addl. Dy. Director

कार्मिक, लोक शिक्षा तथा पेंशन मंत्रालय

(कार्मिक और प्रशिक्षण विभाग)

आदेश

नई दिल्ली, 18 जुलाई, 1989

का.आ. 1886--केन्द्रीय सरकार, दिल्ली विशेष पुलिस स्थापन अधिनियम, 1946 (1946 का अधिनियम सं. 25) की धारा 6 के साथ पठित धारा 5 की उपधारा (1) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, आन्ध्र प्रदेश राज्य सरकार की सहमति से, दिल्ली विशेष पुलिस स्थापन के सदस्यों की शक्तियों और अधिकारिता का विस्तार निम्नलिखित अपराधों के अन्वेषण के लिए संपूर्ण आन्ध्र प्रदेश राज्य पर करती है, अर्थात्:--

(क) श्री ए.जी.के. राव, प्रबन्धक, यूको बैंक, देवरापल्ली, शाखा विनाखापटनम और अन्य के विरुद्ध भारतीय दण्ड संहिता 1860 (1860 का 45) की धारा 120ख, 420, 409 477क तथा भ्रष्टाचार निवारण अधिनियम, 1947 (1947 का केन्द्रीय अधिनियम 2) के 5(1)(घ) के साथ पठित 5(2) के अर्धीन आर.सी. सं. 13(क)/87 की एन.पी. तारीख 23-3-87 के मामले में।

(ख) ऊपर वर्णित एक या अधिक अपराधों के संबंध में या उनसे संसक्त प्रयत्न, दुष्प्रेरण और पड्यंत्र तथा जहाँ तथ्यों से उत्पन्न होने वाले एक ही संघर्षवर्तार के अनुक्रम में किया गया था या किए गए कोई अन्य अपराध।

[संख्या 228/14/89-ए.पी.डी. (2)]

MINISTRY OF PERSONNEL, P. G. & PENSIONS
(Department of Personnel & Training)

ORDER

New Delhi, the 18th July, 1989

S.O. 1886.—In exercise of the powers conferred by sub-section (1) of Section 5 read with section 6 of the Delhi Special Police Establishment Act, 1946 (Act No. 25 of 1946) the Central Government, with the consent of the State Government of Andhra Pradesh, hereby extends the powers and jurisdiction of the members of the Delhi Special Police Establishment to the whole of the State of Andhra Pradesh for investigation of offences as hereunder :—

(a) In case RC No. 13(A)/87-VSP dated 23-3-87 under sections 120-B, 420, 409, 477-A of Indian Penal Code, 1860 (45 of 1860) and section 5(2) read with section 5(1)(d) of Prevention of Corruption Act, 1947 (Central Act 2 of 1947) against Shri A.G.K. Rao, Manager, UCO Bank, Devarapalli Branch, Viskhapatnam and others.

(b) Attempts, abetments and conspiracies in relation to or in connection with one or more of the offences mentioned above and any other offence or offences committed in the course of the same transaction arising out of the same facts.

[No. 228/14/89-AVD.II]

आदेश

नई दिल्ली, 26 जुलाई, 1989

का.प्रा. 1887:—केन्द्रीय सरकार विधेय पुलिस स्थापना अधिनियम 1946 (1946 का 25) की धारा 6 के साथ पठित धारा 5 की उप-धारा (1) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए मध्य प्रदेश सरकार की सहमति से दिल्ली विशेष पुलिस के सदस्यों की शक्तियों और अधिकारिता का विस्तार भारतीय दंड संहिता 1860 (1860 का 45) की धारा 286, 337, और 338 के अधीन दंडनीय अपराधों और उक्त अपराधों के संबंध में या उनसे सम्बन्धित प्रयत्नों, कुप्रेरणों और षडयंत्रों तथा मध्य प्रदेश राज्य में जब्ततुर के पुलिस थाना रांजी में वर्तमान गूचना रिपोर्ट (मु. प्र.) संख्या 143/88, 23-3-88 को केन्द्रीय आयुध डिपो, जब्तपुर की उप आमुनिशन डिपो में आग लगने के संबंध में उन्हीं सदस्यों से उत्पन्न होने वाले संभाव्यताओं के कम में किए गए किसी अन्य अपराधों के अन्वेषण के लिए संपूर्ण मध्य प्रदेश राज्य पर करती है।

[संख्या 228/20/89-ए.पी.डी. (2)]

जी. सीतारामन, अवर सचिव

ORDER

New Delhi, the 26th July, 1989

S.O. 1887.—In exercise of the powers conferred by sub-section (1) of Section 5 read with Section 6 of Delhi Special Police Establishment Act, 1946 (Act No. 25 of 1946) the Central Government with the consent of State Government of Madhya Pradesh hereby extends the powers and jurisdiction of the members of the Delhi Special Police Establishment to the whole of the State of Madhya Pradesh for investigation of offences as hereunder :—

(a) Offences punishable under Sections 286, 337 and 338 of Indian Penal Code 1860 (45 of 1860) with regard to the fire incident in the Sub-Ammunition Depot of Central Ordinance Depot, Jabalpur on 23-3-88 as registered vide Crime No. 146/88, P. S. Ranjhi, Jabalpur, Madhya Pradesh; and

(b) Attempts, abetments and conspiracies in relation to or in connection with one or more of the offences mentioned above and any other offence or offences committed in the course of the same transaction arising out of the same facts

[No. 228/23/89-AVD.II]

G. SITARAMAN, Under Secy.

वित्त मंत्रालय

(र.अस्व विभाग)

आदेश

नई दिल्ली, 17 जुलाई, 1989

स्टाम्प

का.प्रा. 1888:—भारतीय स्टाम्प अधिनियम, 1899 (1899 का 2) की धारा 9 की उपधारा (1) के खण्ड (क) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए केन्द्रीय सरकार एतद्वारा उक्त शुल्क को माफ करती है जो नेशनल कोऑपरेटिव डेवलपमेंट कार्पोरेशन, नई दिल्ली द्वारा 40 करोड़ रुपये के मूल्य 11.5 प्रतिशत एन.सी.डी.सी. बंध पत्र 2009 (सत्ताइसवीं श्रृंखला) के रूप में उल्लिखित प्रामिसरी नोटों के स्वरूप में जारी किए जाने वाले बंधपत्रों पर उक्त अधिनियम के अन्तर्गत प्रभावी है।

[स. 33/89 स्टाम्पस का.प्र. सं. 33/51/89/व.कर]

बी.आर. मेहमी, अवर सचिव

MINISTRY OF FINANCE

(Department of Revenue)

ORDER

New Delhi, the 17th July, 1989

STAMPS

S.O. 1888.—In exercise of the powers conferred by clause (a) of sub-section (1) of section 9 of the Indian Stamp Act, 1899 (2 of 1899), the Central Government hereby remits the duty with which the bonds in the nature of Promissory Notes described as "11.5% NCDC Bonds 2009 (XXVth Series)" of the value of rupees forty crores only to be issued by National Cooperative Development Corporation, New Delhi are chargeable under the said Act.

[No. 352/89-Stamp-F. No. 33/51/89-ST]

B. R. MEHMI, Under Secy.

आदेश

नई दिल्ली, 24 जुलाई, 1989

का.प्रा. 1889:—भारत सरकार के संयुक्त सचिव ने, जिसे विदेशी मुद्रा संरक्षण और तस्करी निवारण अधिनियम, 1974 (1974 का 52) की धारा 3 की उपधारा (1) के अधीन विशेष रूप से सशक्त किया गया है उक्त उपधारा के अधीन आदेश का.सं. 673/109/88 सी.पू. 8, तारीख, 7-3-1988 यह निवेश देते हुए जारी किया था कि श्री रणजीत महा बल्द श्री स्व. बन्धु मोहन सहू, निवासी 9, गमनाथ विश्वास गेन, कलकत्ता को प्रेसीडेन्सी जेल, कलकत्ता में निरुद्ध कर लिया जाये और अभिरक्षा में रखा जाए ताकि उसे विदेशी मुद्रा की अभिवृद्धि के लिए हानिकारक किसी भी कार्य को करने से रोका जा सके।

2. केन्द्रीय सरकार के पास यह विश्वास करने का कारण है कि पूर्वोक्त व्यक्ति फरार हो गया है या अपने को छिपा रहा है जिससे उक्त आदेश का विण्यदन नहीं हो सका।

३. अतः अब केन्द्रीय सरकार, उक्त अधिनियम की धारा 7 की उपधारा (1) के खण्ड (ख) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए। यह निर्देश देती है कि पूर्वोक्त व्यक्ति इस आदेश के राजपत्र में प्रकाशन के 7 दिन के भीतर पुलिस आयुक्त, कलकत्ता के समक्ष हाजिर हो।

[फा. सं. 673/109/88 सी. गृ.-8]

ORDER

New Delhi, the 24th July, 1989

S.O. 1889.—Whereas the Joint Secretary to the Government of India, specially empowered under sub-section (1) of section 3 of the Conservation of Foreign Exchange and Prevention of Smuggling Activities Act, 1974 (52 of 1974) issued order F. No. 673/109/88-Cus. VIII dated 7-3-1988 under the said sub-section directing that Shri Ranjit Sata, son of Late Chand Mohan Saha, R/o. 9, Ramnath Biswas Lane, Calcutta be detained and kept in custody in the Presidency Jail, Calcutta with a view to preventing him from acting in any manner prejudicial to the augmentation of foreign exchange;

2. Whereas the Central Government has reasons to believe that the aforesaid person has absconded or is concealing himself so that the order cannot be executed;

3. Now, therefore, in exercise of power conferred by clause (b) of sub-section (1) of section 7 of the said Act, the Central Government hereby directs the aforesaid person to appear before the Commissioner of Police, Calcutta within 7 days of the publication of this order in the official Gazette.

[F. No. 673/109/88-CUS. VIII]

आदेश

नई दिल्ली, 2 अगस्त, 1989

फा. सं. 1890:—भारत सरकार के संयुक्त सचिव ने, जिसे विदेशी मुद्रा संरक्षण और तस्करी निवारण अधिनियम, 1974 (1974 का 52) की धारा 3 की उपधारा (1) के अधीन विशेष रूप से सशक्त किया गया है, उक्त उपधारा के अधीन आदेश फा. सं. 673/156/89-सीमा शुल्क घाट तारीख 7-4-1989 को यह निर्देश देते हुए जारी किया था कि मुन्वर परमानन्द सासनामी, 67, "रूपम", बरली सी फेस, बम्बई-400025 को केन्द्रीय कारागार, बम्बई में निरुद्ध कर दिया जाये और अभिरक्षा में रखा जाए ताकि उसे ऐसे किसी प्रकार के कार्य को करने से रोका जा सके जो विदेशी मुद्रा के संरक्षण के लिए हानिकारक हो।

2. केन्द्रीय सरकार के पास यह विश्वास करने का कारण है कि पूर्वोक्त व्यक्ति फरार हो गया है या अपने को छिपा रहा है जिससे उक्त आदेश का निष्पादन नहीं हो सके।

3. अतः अब केन्द्रीय सरकार, उक्त अधिनियम की धारा 7 की उपधारा (1) के खण्ड (ख) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, यह निर्देश देती है कि पूर्वोक्त व्यक्ति इस आदेश के राजपत्र में प्रकाशन के 7 दिन के भीतर पुलिस आयुक्त, बम्बई के समक्ष हाजिर हो।

[फा. सं. 673/156/89-सीमा शुल्क घाट]

ORDER

New Delhi, the 2nd August, 1989

S.O. 1890.—Whereas the Joint Secretary to the Government of India, specially empowered under sub-section (1) of section 3 of the Conservation of Foreign Exchange and Preven-

tion of Smuggling Activities Act, 1974 (52 of 1974) issued order F. No. 673/156/89-Cus. VIII dated 7-4-1989 under the said sub-section directing that Shri Sunder Paramanand Lalvani, "Rupam", 3rd Floor, 67, Worli Sea Face, Bombay-400025 be detained and kept in custody in the Central Prison, Bombay with a view to preventing him from acting in any manner prejudicial to the conservation of foreign exchange and;

2. Whereas the Central Government has reasons to believe that the aforesaid person has absconded or is concealing himself so that the order cannot be executed;

3. Now, therefore, in exercise of power conferred by clause (b) of sub-section (1) of section 7 of the said Act, the Central Government hereby directs the aforesaid person to appear before the Commissioner of Police, Bombay within 7 days of the publication of this order in the official Gazette.

[F. No. 673/156/89-CUS.VIII]

आदेश

फा. सं. 1891:—भारत सरकार के संयुक्त सचिव ने, जिसे विदेशी मुद्रा संरक्षण और तस्करी निवारण अधिनियम, 1974 (1974 का 52) की धारा 3 की उपधारा (1) के अधीन विशेष रूप से सशक्त किया गया है, उक्त उपधारा के अधीन आदेश फा. सं. 673/155/89-सीमा शुल्क घाट तारीख 7-4-1989 को यह निर्देश देते हुए जारी किया था कि श्रीमती पुष्पा के. सितलानी, 67, "रूपम", बरली सी फेस, बम्बई-400025 को केन्द्रीय कारागार, बम्बई में निरुद्ध कर लिया जाये और अभिरक्षा में रखा जाए ताकि उसे ऐसे किसी प्रकार के कार्य करने से रोका जा सके जो विदेशी मुद्रा के संरक्षण के लिए हानिकारक हो।

2. केन्द्रीय सरकार के पास यह विश्वास करने का कारण है कि पूर्वोक्त व्यक्ति फरार हो गया है या अपने को छिपा रहा है जिससे उक्त आदेश का निष्पादन नहीं हो सके।

अतः अब केन्द्रीय सरकार, उक्त अधिनियम, की धारा 7 की उपधारा (1) के खण्ड (ख) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, यह निर्देश देती है कि पूर्वोक्त व्यक्ति इस आदेश के राजपत्र में प्रकाशन के 7 दिन के भीतर पुलिस, आयुक्त, बम्बई के समक्ष हाजिर हो।

[फा. सं. 673/155/89-सीमा शुल्क घाट]

कुलदीप सिंह, अवसर सचिव

S.O. 1891.—Whereas the Joint Secretary to the Government of India, specially empowered under sub-section (1) of section 3 of the Conservation of Foreign Exchange and Prevention of Smuggling Activities Act, 1974 (52 of 1974) issued order F. No. 673/155/89-Cus. VIII dated 7-4-1989 under the said sub-section directing that Smt. Pushpa K. Sitalani, 67, 'Rupam', World Sea Face, Bombay-400025 be detained and kept in custody in the Central Prison, Bombay with a view to preventing her from acting in any manner prejudicial to the conservation of Foreign exchange, and;

2. Whereas the Central Government has reasons to believe that the aforesaid person has absconded or is concealing herself so that the order cannot be executed;

3. Now, therefore, in exercise of power conferred by clause (b) of sub-section (1) of section 7 of the said Act, the Central Government hereby directs the aforesaid person to appear before the Commissioner of Police, Bombay within 7 days of the publication of this order in the official Gazette.

[F. No. 673/155/89-Cus. VIII]

KULDIP SINGH, Under Secy.

आदेश

नई दिल्ली, 1 अगस्त, 1989

स्टाम्प

का.आ. 1892—भारतीय स्टाम्प अधिनियम, 1899 (1899 का 2) की धारा 9 की उपधारा (1) के खण्ड (क) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, केन्द्रीय सरकार एतद्वारा हुंडी का प्रवर्धन के संबंध में अनुसूची-I के अनुच्छेद 13 के अन्तर्गत प्रमाणित स्टांप शुल्क से छूट ऐसे मामलों में देती है जहाँ:-

- (क) हुंडी की प्रवर्धन दलों द्वारा जारी की जाने वाली ऐसी हुंडिया तब तक की अधिक प्रवर्धन के लिए देय हों।
- (ख) ऐसी हुंडिया किताबें वाणिज्यिक बैंक प्रवर्धन किताबें सहकारी बैंक के नाम लिखी गयी हों प्रवर्धन उम्र के द्वारा प्रवर्धन उम्र के पक्ष में लिखी गई हों; तथा
- (ग) ऐसी हुंडिया वार्षिक वाणिज्यिक प्रवर्धन व्यापारिक संवदनों के कारण जारी की गयी हों।

[सं. 40/89-स्टाम्प-का.स. 33/13/89वि० क्र०]

बा.वार. नहंवा, अवर सचिव

ORDER

New Delhi, the 1st August, 1989.

STAMPS

S.O.1892.—In exercise of the powers conferred by clause (a) of sub-section (1) of Section 9 of the Indian Stamp Act, 1899 (2 of 1899), the Central Government, hereby remits the proper stamp duty chargeable under Article 13 of the Schedule I to the said Act in respect of usance bills of exchange, where,—

- (a) such bills of exchange are payable not more than three months after date or sight;
- (b) such bills of exchange are drawn on or made by or in favour of a commercial bank or a co-operative bank; and
- (c) such bills of exchange arise out of bonafide commercial or trade transactions.

[No. 40/89-Stamps, F. No. 33/13/89-ST]
B. R. MEHMI, Under Secy.

(आर्थिक कार्य विभाग)

(बैंकिंग प्रभाग)

नई दिल्ली, 11 जुलाई, 1989

का.आ. 1893—बैंककारी विनियमन अधिनियम, 1949 (1949 का 10) की धारा 53 द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए केन्द्रीय सरकार, भारतीय रिजर्व बैंक की सिफारिश पर, एतद्वारा घोषणा करती है कि उक्त अधिनियम की धारा 19 की उपधारा (2) के उपबन्ध सेन्दुल बैंक आफ इंडिया, बम्बई पर दिनांक 2 जुलाई, 1991 तक उस सीमा तक लागू नहीं होंगे जहाँ तक उनका संबंध गिरवीधार के रूप में मेसर्स कोहिनूर मिल्स लि., बम्बई की 30 प्रतिशत से अधिक की प्रदत्त शेयर पूंजी की उसकी धारिता से है।

[सं. 15/18/84/बी.ओ.-3]

प्राण न.ब. अवर सचिव

(Department of Economic Affairs)

(Banking Division)

New Delhi, the 11th July, 1989

S.O. 1893.—In exercise of the powers conferred by section 53 of the Banking Regulation Act, 1949 (10 of 1949), the Central Government, on the recommendation of the Reserve Bank of India, hereby declares that the provi-

sions of sub-section (2) of section 19 of the said Act, shall not apply to the Central Bank of India, Bombay, for a period upto 2nd July 1991 in respect of its holding of shares in excess of 30% of the paid-up capital of M/s. Kohinoor Mills Co. Ltd., Bombay, as pledged.

[No. 15/18/84-B.O. III]

PRAN NATH, Under Secy.

वाणिज्य मंत्रालय

नई दिल्ली, 5 अगस्त, 1989

का. आ. 1894 — केन्द्रीय सरकार, निर्यात (क्वालिटी नियंत्रण और निरीक्षण) अधिनियम, 1963 (1963 का 22) की धारा 7 की उपधारा (1) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए मेसर्स हेब्लेस पेस्ट कंट्रोल सर्विस, 41-8-23, कमर्शियल रोड, पो. बो. न. 81, काकीनाडा-533007 की (i) तेल रहित चावल की भूसी और (ii) हड्डियों का चूरा, सींग तथा खुरों का काकीनाडा में निर्यात से पूर्व धूम्रकरण के लिए इस अधिसूचना के प्रकाशन की तारीख से एक वर्ष की अवधि के लिए इन शर्तों के अधीन माय्यता देती है कि उक्त अभिकरण तेल रहित चावल की भूसी के निर्यात (निरिक्षण) नियम, 1966 के नियम 4 के उपनियम (4) तथा हड्डियों का चूरा, सींग तथा खुरों के निर्यात (निरिक्षण) नियम, 1977 के नियम 5 के अन्तर्गत धूम्रकरण का प्रमाण-पत्र देने के लिए उक्त अभिकरण द्वारा प्रवर्धन गई पद्धति को आज करने के संबंध में निर्यात निरीक्षण परिवद द्वारा मनोनित किसी भी अधिकारी को पर्याप्त सुविधाएं देगा।

MINISTRY OF COMMERCE

New Delhi, the 5th August, 1989

S.O. 1894.—In exercise of the powers enforced by sub-section (1) of section 7 of the Export (Quality Control and Inspection) Act, 1963, the Central Government hereby recognises for a period of one year from the date of publication of this Notification M/s. Heble's Pest Control Service, 41-8-23, Commercial Road, P. B. No. 81, Kakinada 533007 as an agency for the fumigation of (i) Deoiled Rice Bran and (ii) Crushed Bones, Horns and Hooves prior to their export at Kakinada subject to the condition that the said agency shall give adequate facilities to any officer nominated by the Export Inspection Council in this behalf to examine the method of fumigation followed by the said Agency in granting the certificate of fumigation under sub-rule (4) of rule 4 of the Export of De-oiled Rice Bran (Inspection) Rules, 1966 and rule 5 of the Export of Crushed Bones, Horns and Hooves (Inspection) Rules, 1977.

[F. No. 5(4)/89-EI & EP]

नई दिल्ली, 19 अगस्त, 1989

का. आ. 1895 — केन्द्रीय सरकार, निर्यात (क्वालिटी नियंत्रण और निरीक्षण) अधिनियम, 1963 (1963 का 22) की धारा 17 द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, शुल्क बैटरियों का निर्यात (क्वालिटी नियंत्रण और निरीक्षण) नियम, 1978 में और संशोधन करने के लिए निम्नलिखित नियम बनाती है, अर्थात् :-

शुल्क बैटरियों का निर्यात (क्वालिटी नियंत्रण और निरीक्षण) नियम, 1978 में नियम 5 के स्थान पर निम्नलिखित नियम रखा जाएगा, अर्थात् :-

“5. निरीक्षण फ़ीस—निरीक्षण फ़ीस निर्यातकर्ता द्वारा अभिकरण को दी जाएगी—

- (1) (क) उम्पावत के दौरान क्वालिटी नियंत्रण स्कीम के अधीन निर्यात के लिए प्रति परेक्षण न्यूनतम एक सौ रुपये के अधीन रहते हुए पोत पर्यन्त निःशुल्क मूल्य के 0.2 प्रतिशत की दर से;
- (ख) परेक्षणानुसार निरीक्षण के अधीन निर्यात के लिए प्रति परेक्षण न्यूनतम एक सौ रुपये के अधीन रहते हुए, पोत पर्यन्त निःशुल्क मूल्य के 0.4 प्रतिशत की दर से;

(2) प्रति परीक्षण न्यूनतम एक सौ रुपए के अधीन रहते हुए, (क) और (ख) के लिए क्रमशः 0.18 प्रतिशत तथा 0.36 प्रतिशत की दर उन विनिर्माताओं/निर्यातकर्ताओं के लिए होगी जो लघु उद्योग विनिर्माण एककों के रूप में राज्य या संघ राज्य क्षेत्रों की संबंधित सरकारों के पास रजिस्ट्रीकृत हैं ;

(3) परीक्षण के अस्वीकृत होने की दशा में, निरीक्षण फीस या एक सौ पचास रुपए, जो भी कम हो, और निरीक्षण अधिकारी के सवारों प्रभारों या यात्रा भत्ता, दैनिक भत्ता की प्रतिपूर्ति”।

[फाइल सं. 2(1)/85-ई. आई. एण्ड ई. पी.]

पाद टिप्पण :—का. भा. 1607 तारीख 3-6-1978

New Delhi, the 19th August, 1989

S.O. 1895.—In exercise of the powers conferred by section 17 of the Export (Quality Control and Inspection) Act, 1963 (22 of 1963), the Central Government hereby makes the following rules to amend the Export of Dry Batteries (Quality Control and Inspection) Rules, 1978, namely :—

In the export of Dry Batteries (Quality Control and Inspection) Rules, 1978, for rule 5, the following rule shall be substituted, namely :—

“5. Inspection fee—Inspection fee shall be paid by the exporter to the Agency—

(i) (a) for exports under in-process quality control scheme at the rate of 0.2 per cent of the F.O.B. value subject to a minimum of one hundred rupees per consignment;

(b) for the export under consignmentwise inspection of the rate of 0.4 per cent of the F.O.B. value subject to a minimum of One hundred rupees per consignment;

(ii) subject to a minimum of One hundred rupees per consignment, the rates shall be 0.18 per cent and 0.36 per cent for (a) and (b) respectively for manufacturers-exporters who are registered as Small Scale Manufacturing units with the concerned Governments of States or Union territories.

(iii) in the event of rejection of a consignment, the inspection fee or One hundred fifty rupees, whichever, is less, plus reimbursement of conveyance charges or travelling allowance and daily allowance of the inspecting officer.”

[F. No. 2(1)/85-ET&EP]

Footnote : S.O. 1607 dated 3-6-1978.

का. भा. 1896.—निर्यात (क्वालिटी नियंत्रण और निरीक्षण) अधिनियम, 1963 (1963 का 22) की धारा 17 द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, केन्द्रीय सरकार इससे उपाबंध उपाबंध में विनिर्दिष्ट नियमों में और संशोधन करने के लिए निम्नलिखित नियम बनाती है, अर्थात् :—

उपाबंध में विनिर्दिष्ट 19 नियमों में, नियम 6 के स्थान पर निम्नलिखित रखा जाएगा, अर्थात् :—

“6. निरीक्षण फीस—निरीक्षण फीस निर्यातकर्ता द्वारा अभिकरण को संवत् की जाएगी, अर्थात् :—

(1) (क) उत्पादन के दौरान क्वालिटी नियंत्रण स्कीम के अधीन निर्यात के लिए प्रति परीक्षण न्यूनतम एक सौ रुपए के अधीन रहते हुए, पोत पर्यंत निःशुल्क मूल्य के 0.2 प्रतिशत की दर से;

(ख) परेषथानुसार निरीक्षण के अधीन निर्यात के लिए प्रति परीक्षण न्यूनतम एक सौ रुपए के अधीन रहते हुए, पोत पर्यंत निःशुल्क मूल्य के 0.4 प्रतिशत की दर से;

(2) प्रति परीक्षण न्यूनतम एक सौ रुपए के अधीन रहते हुए, (क) तथा (ख) के लिए क्रमशः 0.18 प्रतिशत तथा 0.36 प्रतिशत की दर उन विनिर्माताओं/निर्यातकर्ताओं के लिए होगी जो लघु उद्योग विनिर्माण एककों के रूप में राज्यों या संघ राज्य क्षेत्रों की संबंधित सरकारों के पास रजिस्ट्रीकृत हैं,

(3) परीक्षण के अस्वीकृत होने की दशा में, निरीक्षण फीस या एक सौ पचास रुपए, जो भी कम हो, और निरीक्षण अधिकारी के सवारों प्रभारों या यात्रा भत्ता और दैनिक भत्ता की प्रतिपूर्ति”।

[फाइल सं. 2(1)/85-ई. आई. एण्ड ई. पी.]

उपाबंध

क्रम सं०	नियमों का संक्षिप्त नाम	का. भा. सं.	राजपत्र में प्रकाशन की तारीख
(1)	(2)	(3)	(4)
1.	स्टील के ड्रक का निर्यात (क्वालिटी नियंत्रण और निरीक्षण) नियम, 1967	4455	14-12-1967
2.	स्टील ट्यूब का निर्यात (क्वालिटी नियंत्रण और निरीक्षण) नियम, 1970	2743	13-08-1970
3.	उने हुए लोह के मैनहोल के कवर तथा फेंसी का निर्यात (क्वालिटी नियंत्रण और निरीक्षण) नियम, 1971	2155	28-03-1971
4.	उने हुए लोह के मलनाल तथा फिटिंग्स का निर्यात (क्वालिटी नियंत्रण और निरीक्षण) नियम, 1971	1916	06-05-1971
5.	आर्टोमोबाइल के पुर्जों, संघटकों तथा उपसंघटकों का निर्यात (क्वालिटी नियंत्रण और निरीक्षण) नियम, 1973	459	17-02-1973
6.	चमकदार इस्पात की छड़ों का निर्यात (क्वालिटी नियंत्रण और निरीक्षण) नियम, 1973	1622	09-06-1973
7.	वायु सर्पाइकों का निर्यात (क्वालिटी नियंत्रण और निरीक्षण) नियम, 1974	2502	21-09-1974
8.	जलप्रशीतकों का निर्यात (क्वालिटी नियंत्रण और निरीक्षण) नियम, 1974	2353	14-09-1974
9.	कक्ष शानानुकूलक का निर्यात (क्वालिटी नियंत्रण और निरीक्षण) नियम, 1974	2355	14-09-1974
10.	लघु अभियांत्रिक उत्पाद का निर्यात (क्वालिटी नियंत्रण और निरीक्षण) नियम, 1976	984	21-02-1976
11.	पाइप फिटिंग्स का निर्यात (क्वालिटी नियंत्रण और निरीक्षण) नियम, 1977	62	01-01-1977
12.	चांदी के पत्तर चने बनेंनों का निर्यात (क्वालिटी नियंत्रण और निरीक्षण) नियम, 1978	719	11-03-1978

(1)	(2)	(3)	(4)	(1)	(2)	(3)	(4)
13. कोयले का निर्यात (स्वाविटी नियंत्रण और निरीक्षण) नियम, 1978		1511	27-5-1978	2. The Export of Steel Tubes (Quality Control and Inspection) Rules, 1970.		2743	13-08-1970
14. एटमन मिल के पुर्जों तथा उपकरणों का निर्यात (स्वाविटी नियंत्रण और निरीक्षण) नियम, 1979		939	17-03-1979	3. The Export of Cast Iron Manhole Covers and Frames (Inspection) Rules, 1971.		2155	28-05-1971
15. प्रेशर कुकर का निर्यात (स्वाविटी नियंत्रण और निरीक्षण) नियम, 1983		73	01-01-1983	4. The Export of Cast Iron Soil Pipes and Fittings (Inspection) Rules, 1971.		1916	06-05-1971
16. सेपटी रेजर ब्लेड का निर्यात (स्वाविटी नियंत्रण और निरीक्षण) नियम, 1983		4073	29-10-1983	5. The Export of Automobile Spares Components and Accessories (Quality Control and Inspection) Rules, 1973.		459	17-02-1973
17. प्विश गियर तथा नियंत्रण गियर का निर्यात (स्वाविटी नियंत्रण और निरीक्षण) नियम, 1984		730	17-12-1984	6. The Export of Bright Steel Bars (Quality Control and Inspection) Rules, 1973.		1622	09-06-1973
18. घरेलू विद्युत उपकरणों का निर्यात (स्वाविटी नियंत्रण और निरीक्षण) नियम, 1984		3423(अ)	27-10-1984	7. The Export of Air Compressors (Quality Control and Inspection) Rules, 1974.		2502	21-09-1974
19. घरेलू रेफ्रिजरेटर्स का निर्यात (स्वाविटी नियंत्रण और निरीक्षण) नियम, 1974		2351	14-09-1974	8. The Export of Water Coolers (Quality Control and Inspection) Rules, 1974.		2353	14-09-1974
				9. The Export of Room Air Conditioners (Quality Control and Inspection) Rules, 1974.		2355	14-09-1974
				10. The Export of Light Engineering Products (Inspection) Rules, 1976.		894	21-02-1976
				11. The Export of Pipe Fittings (Inspection) Rules, 1977.		62	01-01-1977
				12. The Export of Silver Plated Wares (Inspection) Rules, 1978.		719	11-03-1978
				13. The Export of Fasteners (Inspection) Rules, 1978.		1511	27-05-1978
				14. The Export of Jute Mill Spares and Accessories (Inspection) Rules, 1979.		939	17-03-1979
				15. The Export of Pressure Cooker (Inspection) Rules, 1983.		73	01-01-1983
				16. The Export of Safety Razor Blades (Quality Control and Inspection) Rules, 1983.		4073	29-10-1983
				17. The Export of Switchgear and Controlgear (Quality Control and Inspection) Rules, 1984.		730	17-12-1984
				18. The Export of Household Electrical Appliances (Quality Control and Inspection) Rules, 1984.		3423(ए)	27-10-1984
				19. The Export of Domestic Refrigerators (Quality Control and Inspection) Rules, 1974.		2351	14-09-1974

S.O. 1896.—In exercise of the powers conferred by section 17 of the Export (Quality Control and Inspection) Act, 1963 (22 of 1963), the Central Government hereby makes the following rules further to amend the rules specified in the Annexure annexed hereto, namely :—

In the 19th rules Specified in the Annexure, for rule 6, the following shall be substituted, namely :—

"6. Inspection fee.—Inspection fee shall be paid by the exporter to the Agency —

(i) (a) for exports under in-process quality control scheme at the rate of 0.2 per cent, of the F.O.B. value subject to a minimum of One hundred rupees per consignment;

(b) for exports under consignmentwise inspection at the rate of 0.4 per cent of the F.O.B. value subject to a minimum of One hundred rupees per consignment;

(ii) Subject to a minimum of One hundred rupees per consignment, the rates shall be 0.18 per cent and 0.36 per cent, for (a) and (b) respectively for manufacturers—exporters who are registered as Small Scale Manufacturing units with the concerned Government's of States or Union territories;

(iii) in the event of rejection of a consignment, the inspection fee or One hundred and fifty rupees, whichever is less, plus reimbursement of conveyance charges or travelling allowance and daily allowance of the inspection officer."

[F. No. 2(1)/85-FI&PP]

ANNEXURE

Sl. No.	Short title of the rule	S.O. No.	Date of publication in the Official Gazette.
(1)	(2)	(3)	(4)
1.	The Export of Steel Trunk (Inspection) Rules, 1967.	44-55	14-12-1967

का. सं. 1897—निर्यात (क्वालिटी नियंत्रण और निरीक्षण) अधिनियम, 1963 (1963 का 22) की धारा 17 द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, केन्द्रीय सरकार इससे उपबद्ध अनुसूची में विनिर्दिष्ट नियमों में और संशोधन करने के निम्नलिखित नियम बनाती है अर्थात् :—
उपरोक्त में विनिर्दिष्ट 24 नियमों में, नियम 7 के स्थान पर निम्नलिखित रखा जाएगा, अर्थात् :—

7. निरीक्षण फीस—निरीक्षण फीस नियतकर्ता द्वारा अधिकरण को दी जाएगी :—

- (1) (क) उत्पादन के दौरान क्वालिटी नियंत्रण स्कीम के अधीन निर्यात के लिए प्रति परेषण न्यूनतम एक सौ रुपये के अधीन रहते हुए पोत पर्यन्त निःशुल्क मूल्य के 0.2 प्रतिशत की दर से;
(ख) परेषणानुसार निरीक्षण के अधीन निर्यात के लिए प्रति परेषण न्यूनतम एक सौ रुपये के अधीन रहते हुए पोत पर्यन्त निःशुल्क मूल्य के 0.4 प्रतिशत की दर से;
- (2) प्रति परेषण न्यूनतम एक सौ रुपये के अधीन रहते हुए, (क) और (ख) के लिए क्रमशः 0.18 प्रतिशत तथा 0.36 प्रतिशत की दर उन विनिर्माताओं निर्यातकर्ताओं के लिए होगी, जो लघु उद्योग विनिर्माण एककों के रूप में राज्यों या संघ राज्य क्षेत्रों की संबंधित सरकारों के पास रजिस्ट्रीकृत हैं;
- (3) परेषण के अस्वीकृत होने की दशा में, निरीक्षण फीस या एक सौ पचास रुपये, जो भी कम हो, और निरीक्षण अधिकारी के सवारी प्रभारों या यात्रा भत्ता और दैनिक भत्ता की प्रति-पूर्ति” ।

[फाइल सं. 2(1)/85-ई. आई. एण्ड ई पी]

परिशिष्ट

क्रम संख्या	संक्षिप्त नाम	का. सं.	राजपत्र में प्रकाशन की तारीख
(1)	(2)	(3)	(4)
1.	डीजल इंजनों का निर्यात (क्वालिटी नियंत्रण और निरीक्षण) नियम, 1967	3207	07-09-1967
2.	शक्ति चालित पंपों का निर्यात (क्वालिटी नियंत्रण और निरीक्षण) नियम, 1967	3221	08-09-1967
3.	छोटे औजार तथा हाथ के औजार का निर्यात (क्वालिटी नियंत्रण और निरीक्षण) नियम, 1967	3412	20-09-1967
4.	विद्युत पंखों का निर्यात (क्वालिटी नियंत्रण और निरीक्षण) नियम, 1967	3215	07-09-1967
5.	विस्तारित धातु की इस्पात की चट्टों का निर्यात (क्वालिटी नियंत्रण और निरीक्षण) नियम, 1967	4575	19-12-1967
6.	सिलाई की मशीनों का निर्यात (क्वालिटी नियंत्रण और निरीक्षण) नियम, 1967	3211	07-09-1967
7.	साईकिलों का निर्यात (क्वालिटी नियंत्रण और निरीक्षण) नियम, 1967	4357	05-12-1967

(1)	(2)	(3)	(4)
8.	विद्युत केबल और कण्डक्टर का निर्यात (क्वालिटी नियंत्रण और निरीक्षण) नियम, 1968	3493	27-09-1968
9.	स्टेनलेस स्टील के बर्तनों का निर्यात (क्वालिटी नियंत्रण और निरीक्षण) नियम, 1967	372	27-01-1967
10.	पारेषण लाईन टावर का निर्यात (क्वालिटी नियंत्रण और निरीक्षण) नियम, 1971	5577	25-12-1971
11.	इस्पात के तार के रस्सों का निर्यात (क्वालिटी नियंत्रण और निरीक्षण) नियम, 1974	1990	10-08-1974
12.	बले हुए लोहे से बने नालों का निर्यात (क्वालिटी नियंत्रण और निरीक्षण) नियम, 1977	1270	30-04-1967
13.	शक्ति परिणामित का निर्यात (क्वालिटी नियंत्रण और निरीक्षण) नियम, 1977	2275	09-07-1977
14.	वाल्बों का निर्यात (क्वालिटी नियंत्रण और निरीक्षण) नियम, 1978	3094	29-10-1978
15.	संचायक बैटरियों का निर्यात (क्वालिटी नियंत्रण और निरीक्षण) नियम, 1978	1507	27-05-1978
16.	वैल्विंग इलेक्ट्रोड का निर्यात (क्वालिटी नियंत्रण और निरीक्षण) नियम, 1978	1611	02-06-1978
17.	क्षणदीप का निर्यात (क्वालिटी नियंत्रण और निरीक्षण) नियम, 1978	2139	22-07-1978
18.	तामचीनी के बर्तनों का निर्यात (क्वालिटी नियंत्रण और निरीक्षण) नियम, 1978	2910	30-09-1978
19.	औद्योगिक जंजीरों का निर्यात (क्वालिटी नियंत्रण और निरीक्षण) नियम, 1978	1659	10-03-1978
20.	विद्युत लम्प तथा ट्यूब का निर्यात (क्वालिटी नियंत्रण और निरीक्षण), नियम, 1978	1609	03-06-1978
21.	इस्पात के तार की लड़ियों का निर्यात (क्वालिटी नियंत्रण और निरीक्षण) नियम, 1979	2125	23-06-1979
22.	एल्यूमिनियम के बर्तनों का निर्यात (क्वालिटी नियंत्रण और निरीक्षण) नियम, 1980	2440	20-09-1980
23.	सफाई तथा जल फिटिंग्स का निर्यात (क्वालिटी नियंत्रण और निरीक्षण) नियम, 1980	2101	23-08-1989
24.	गैस सिलेंडरों का निर्यात (क्वालिटी नियंत्रण और निरीक्षण) नियम, 1984	2868	10-08-1984

S.O. 1897.—In exercise of the powers conferred by section 17 of the Export (Quality Control and Inspection) Act, 1963 (22 of 1963), the Central Government hereby makes the following rules further to amend the rules specified in the Annexure annexed hereto, namely :—

In the 24th rules specified in the Annexure, for rule 7, the following shall be substituted, namely :—

"7. Inspection fee—Inspection fee shall be paid by the exporter to the Agency :—

(i) (a) for exports under in-process quality control scheme at the rate of 0.2 per cent, of the F.O.B. value subject to a minimum of One hundred rupees per consignment;

(b) for exports under consignmentwise inspection at the rate of 0.4 per cent of the F.O.B. value subject to a minimum of One hundred rupees per consignment;

(ii) subject to a minimum of One hundred rupees per consignment, the rates shall be 0.18 per cent and 0.36 per cent for (a) and (b) respectively for manufacturers—exporters who are registered as Governments of States or Union territories;

(iii) in the event of rejection of a consignment, the inspection fee or One hundred and fifty rupees, whichever is less, plus reimbursement of conveyance charges or travelling allowance and daily allowance of the inspecting officer."

[F. No. 2(1)/85-EI&EP]

ANNEXURE

Sl. No.	Short Title	S.O. No.	Date of Publication in the official Gazette
(1)	(2)	(3)	(4)
1.	The Export of Diesel Engines (Quality Control and Inspection) Rules, 1967.	3207	07-09-1967
2.	The Export of Power Driven Pumps (Quality Control and Inspection) Rules, 1967.	3221	08-09-1967
3.	The Export of Small Tools and Hand Tools (Quality Control and Inspection) Rules, 1967.	3412	20-09-1967
4.	The Export of Electric Fans (Quality Control and Inspection) Rules, 1967.	3215	07-09-1967
5.	The Export of Expanded Metal Steel Sheets (Inspection) Rules, 1967.	4575	19-12-1967
6.	The Export of Sewing Machines (Quality Control and Inspection) Rules, 1967.	3211	07-09-1967
7.	The Export of Bicycles (Quality Control and Inspection) Rules, 1967.	4367	05-12-1987
8.	The Export of Electric Cables and Conductors (Inspection) Rules, 1968.	3493	27-09-1968

(1)	(2)	(3)	(4)
9.	The Export of Stainless Steel Utensils (Inspection) Rules, 1967.	372	27-01-1967
10.	The Export of Transmission Line Towers (Quality Control and Inspection) Rules, 1971.	5577	25-12-1971
11.	The Export of Steel Wire Ropes (Quality Control and Inspection) Rules, 1974.	1990	10-08-1974
12.	The Export of Cast Iron Spun Pipes (Quality Control & Inspection) Rules, 1977.	1270	30-04-1977
13.	The Export of Power Transformer (Quality Control and Inspection) Rules, 1977.	2275	09-07-1977
14.	The Export of Valves (Inspection) Rules, 1978.	3094	29-10-1978
15.	The Export of Storage Batteries (Quality Control and Inspection) Rules, 1978.	1507	27-05-1978
16.	The Export of Welding Electrodes (Quality Control and Inspection) Rules, 1978.	1611	03-06-1978
17.	The Export of Flash Lights (Inspection) Rules, 1978.	2139	22-07-1978
18.	The Export of Enamel Wares (Inspection) Rules, 1978.	2910	30-09-1978
19.	The Export of Industrial Chains (Quality Control and Inspection) Rules, 1978.	1659	10-06-1978
20.	The Export of Electric Lamps and Tubes (Quality Control and Inspection) Rules, 1978.	1609	03-06-1978
21.	The Export of Steel Wire Strands (Quality Control and Inspection) Rules, 1979.	2125	23-05-1979
22.	The Export of Aluminium Utensils (Quality Control and Inspection) Rules, 1980.	2440	20-09-1980
23.	The Export of Sanitary and Water Fittings (Quality Control and Inspection) Rules, 1980.	2101	23-08-1980
24.	The Export of Gas Cylinders (Quality Control and Inspection) Rules, 1984	2868	10-08-1984

का. प्रा. 1898.—केन्द्रीय सरकार, निर्यात (क्वालिटी नियंत्रण और निरीक्षण) अधिनियम, 1963 (1963 का 22) की धारा 17 द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, निम्न मोटरों तथा जंतुओं का निर्यात (क्वालिटी नियंत्रण और निरीक्षण) नियम, 1980 में और संशोधन करने के लिए निम्नलिखित नियम बनती है, अर्थात् :—

विद्युत् मोटरों तथा जनितकों का निर्यात (क्वालिटी नियंत्रण और निरीक्षण) नियम, 1980 में नियम 8 के स्थान पर निम्नलिखित नियम रखा जाएगा, अर्थात् :—

“8. निरीक्षण फीस—निरीक्षण फीस निर्यातकर्ता द्वारा अभिकरण को दी जाएगी—

- (1) (क) उत्पादन क्वालिटी नियंत्रण स्कीम के अधीन निर्यात के लिए प्रति परेक्षण न्यूनतम एक सौ रुपये के अधीन रहते हुए, पौत पर्यन्त निःशुल्क मूल्य के 0.2 प्रतिशत की दर से ;
- (ख) परेक्षणानुसार निरीक्षण के अधीन निर्यात के लिए प्रति परेक्षण न्यूनतम एक सौ रुपये के अधीन रहते हुए, पर्यन्त निःशुल्क मूल्य के 0.4 प्रतिशत की दर से ;
- (2) प्रति परेक्षण न्यूनतम एक सौ रुपये के अधीन रहते हुए, (क) और (ख) के लिए क्रमशः 0.18 प्रतिशत तथा 0.36 प्रतिशत की दर उन विनिर्माताओं/निर्यातकर्ताओं के लिए होगी जो लघु उद्योग विनिर्माण एककों के रूप में राज्यों या संघ राज्य क्षेत्रों की संबंधित सरकारों के पास रजिस्ट्रीकृत हैं,
- (3) परेक्षण के अस्वीकृत होने की वक्ता में, निरीक्षण फीस या एक सौ पचास रुपये, जो भी कम हो और निरीक्षण अधिकारी के सवारी प्रभारों या यात्रा खर्चा और दैनिक भत्ता की प्रति प्रति”।

फाइल सं. 2(1)/85-ई. आई एण्ड ई. पी.]

ए. के. चौधरी, निदेशक

पाव टिप्पण :—का. भा. 2554 तारीख 27-9-1980

S.O. 1898.—In exercise of the powers conferred by Section 17 of the Export (Quality Control and Inspection) Act, 1963 (22 of 1963), the Central Government hereby makes the following rules further to amend the Export of Electric Motors and Generators (Quality Control and Inspection) Rules, 1980, namely :—

In the Export of Electric Motors and Generators (Quality Control and Inspection) Rules, 1980, for rule 8, the following rule shall be substituted, namely :—

“8. Inspection fee—Inspection fee shall be paid by the exporter to the Agency—

- (i) (a) for exports under in-process quality control scheme at the rate of 0.2 percent, of the F.O.B. value subject to a minimum of One hundred rupees per consignment ;
- (b) for export under consignmentwise inspection at the rate of 0.4 percent of the F.O.B. Value subject to a minimum of One hundred rupees per consignment ;
- (ii) Subject to a minimum of One hundred rupees per consignment, the rates shall be 0.18 percent and 0.36 percent for (a) and (b) respectively for manufacturers—exporters who are registered as Small Scale Manufacturing units with the concerned Governments of States or Union territories ;
- (iii) in the event of rejection of a consignment, the inspection fee or One hundred and fifty rupees, whichever, is less, plus reimbursement of conveyance charges or travelling allowance and daily allowance of the Inspecting Officer.”

[F. No. 2(1)/85-EI&EP]

A. K. CHAUDHURI, Director

Footnote—S.O. 2554 dated 27-9-1980.

(मुख्य निर्यातक आयात निर्यात का कायसिम)

आदेश

नई दिल्ली, 19 जुलाई, 1980

का. भा. 1809—मैंमसे इंडियन कम्युनिकेशन नेटवर्क लिमिटेड की-73, सेक्टर-2, नोएडा, जिला-गाजियाबाद को मुक्त विदेशी मुद्रा के अंतर्गत रजिस्टर्ड केपेसिटर ट्रांजिस्टर आदि के आयात के लिए 13,31,000 रुपये (केवल तेरह लाख इक्कीस हजार रुपये) के लिए एक आयात लाइसेंस सं. पी/एस. 1481228 दिनांक 26-5-87 प्रदान किया गया था।

2. फर्म ने उपर्युक्त लाइसेंस की सीमाशुल्क प्रयोजन प्रति की अनुलिपि प्रति जारी करने के लिए इस आधार पर आवेदन किया है कि लाइसेंस की मूल सीमाशुल्क प्रयोजन प्रति उनसे खो गई या गुम हो गई है। आगे यह उल्लेख किया गया है कि लाइसेंस की सीमाशुल्क प्रयोजन प्रति सीमाशुल्क प्राधिकारी, नई दिल्ली के पास पंजीकृत थी और सीमाशुल्क प्रयोजन प्रति के मूल्य का आंशिक उपयोग किया गया है।

3. अपने तर्कों के समर्थन में लाइसेंसधारी ने नोटरी पब्लिक दिल्ली के समक्ष विधिवत शपथ लेकर एक शपथपत्र दाखिल किया है। तदनुसार, मैं संतुष्ट हूँ कि आयात लाइसेंस सं. पी/एस/1481228 दिनांक 26-5-87 की मूल सीमाशुल्क प्रयोजन प्रति फर्म से खो गई या गुम हो गई है : दिनांक 7-12-1955 के अध्यासबोधित आयात नियंत्रण) आदेश, 1955 की उपधारा 9 (ग) के अंतर्गत प्रवक्त शक्तियों का प्रयोग करते हुए मैंसे इंडियन कम्युनिकेशन नेटवर्क नोएडा जिला गाजियाबाद को जारी की गई मूल सीमाशुल्क प्रयोजन प्रति सं. पी/एस 1481228 दिनांक 25-6-87 को एनई द्वारा रद्द किया जाता है।

4. उक्त लाइसेंस की सीमाशुल्क प्रयोजन प्रति की अनुलिपि फर्म को अलग से जारी की जा रही है।

[स. सच्ची/एन. एन. 12/276/एस. एस. आई/ए. एस. 87/एन. एन. एस. 366]

एस. कुजूर, उप मुख्य निर्यातक आयात निर्यात

(Office of the Chief Controller of Imports & Exports)

ORDER

New Delhi, the 19th July, 1980

13,31,000 (Rupees Thirteen lakhs and thirty one thousand B-73, Sector-II, Noda, Distt. Ghaziabad were granted an import licence No. P/5/1481228 dated 26-5-87 for Rs. 13,31,000 (Rupees Thirteen lakhs and thirty one thousand only) for import of Resistors Capacitors Transistors etc. under Free Foreign Exchange.

2. The firm has applied for issue of Duplicate copy of Customs Purposes Copy of the above mentioned licence on the ground that the original Customs Purposes copy of the licence has been lost or misplaced. It has further been stated that the Customs Purposes copy of the licence was registered with Customs Authority New Delhi and the value of Customs Purpose copy has been utilised partially.

3. In support of their contention, the licensee has filed an affidavit on stamped paper duly sworn in before a Notary Public Delhi. I am accordingly satisfied that the original Customs Purposes copy of import licence No. P/5/1481228 dated 26-5-87 has been lost or misplaced by the firm. In exercise of the powers conferred under sub-clause 9(cc) of the Import (Control) Order, 1955 dated 7-11-1955 as amended the said original Customs purposes copy No. P/5/1481228 dated 26-5-87 issued to M/s. Indian Communication Network Noida Distt. Ghaziabad is hereby cancelled.

4. A duplicate Customs Purposes Copy of the said licence is being issued to the party separately.

[No. Suppl./NS. 12/276/SSI/AM-87/SLS/366]

S. KUJUR, Dy. Chief Controller of Imports and Exports

आदेश

नई दिल्ली, 21 जुलाई, 1989

का. भा. 1900 --मै. ईस्टर्न कोलफील्ड्स लि. (कांम इंडिया लि.) की सहायक कंपनी (संसारिया पोस्ट आक्रिम—विशेरगढ़-713333 जिला बर्द्धमान (पश्चिमी बंगाल) को पुनः निर्यात के आधार पर वितरित उपस्कर के आयात हेतु रु० 4,89,106 (चार लाख नव्वसो हजार एक सौ छः रुपये मात्र) लागत-बोमा-भाड़ा मूल्य के लिए एक सीमाशुल्क निकासी परमिट नं. जी/जे 3053486/एन/एमएन/88 एच/85/एमएलएम, दिनांक 5-3-86 स्वीकृत किया गया था। आवेदक ने इसकी दूसरी प्रति के लिए इस आधार पर आवेदन किया है कि उनकी मूल प्रति सीमाशुल्क कार्यालय कलकत्ता में पंजीकरण कराने और आंशिक रूप से उपयोग करने के बाद उसे गुम हो गई/खो गई है।

2. अपने इस दावे के अनुसमर्थन में लाइसेंस धारक ने उचित न्यायिक प्राधिकार के समक्ष शपथ लेते हुए एक हलफनामा भी संलग्न किया है। तबनुसार मैं सन्तुष्ट हूँ कि 5-3-86 का मूल सीसीपी सं. जी/जे 3053486 आवेदक द्वारा खो गया है। समय-समय पर यथासंशोधित आयात (नियंत्रण) आदेश, 1955, दिनांक 7-12-1955 के उप खंड 9(1) (डी) के अंतर्गत प्रवृत्त अधिकारों का प्रयोग करते हुए मै. ईस्टर्न कोलफील्ड्स लि., संसारिया, जिला बर्द्धमान (पश्चिमी बंगाल) को जारी किए गए 5-3-86 के मूल सीसीपी सं. जी/जे 3053486 को एतद्वारा रद्द किया जाता है।

3. सीमाशुल्क निकासी परमिट की दूसरी प्रति पार्टी को भ्रमण से जारी की जा रही है।

[फाइल सं. 7/15/85-86 एम.एल.एस./173]

ORDER

New Delhi, the 21st July, 1989

S.O. 1900—M/s. Eastern Coalfields Ltd. (A Subsidiary of Coal India Ltd.) Soanctaria, P.O. Dishergarh-71333. Dist. Burdwan (W.B.) were granted a Customs Clearance Permit No. G/J/3053436/N/MN/98/H/85/MLS dated 5-3-86 for a cif value of Rs. 4,89,106 (Rs. Four lakhs eighty nine thousand one hundred six only) for import of Construction Equipment on re-export basis. The applicant have applied for issue of Duplicate copy of the above mentioned CCP on the ground that the original CCP has been misplaced/lost after having been registered with Calcutta Customs House and utilised partly.

2. In support of their contention, the licence have filed an affidavit duly sworn before appropriate judicial authority. I am accordingly satisfied that the original CCP No. G/J/3053486 dated 5-3-86 has been lost by the applicant. In exercise of the powers conferred under sub clause 9(1)(d) of the Import (Control) Order, 1955 dated 7-12-55 as amended from time to time, the said original CCP No. G/J/3053486 dated 5-3-86 issued to M/s. Eastern Coalfields Ltd., Sanctaria, Dist. Burdwan (W.B.) is hereby cancelled.

3. A duplicate copy of the Customs Clearance Permit is being issued to the party separately.

[F. No. 7/15/85-86/MLS/173]

आदेश

नई दिल्ली, 27 जुलाई, 1989

का. भा. 1901 --श्री अकबाल सिंह, पोस्ट बाक्स 1150, दुबई, यू.ए.ई. को एक 1989 होंडा एकाइ कार आयात करने के लिए 1,70,000 रुपये (एक लाख सत्तर हजार रुपये मात्र) की सीमाशुल्क निकासी परमिट-सं. पी/जे/3078526 दिनांक 7-2-89 दिया गया था। श्री अकबाल सिंह ने बताया है कि मूल सीमाशुल्क निकासी परमिट गुम हो गया/खो गया है। भारी यह भी कहा गया है कि मूल सीमाशुल्क निकासी परमिट किसी भी सीमाशुल्क प्राधिकारी के पास पंजीकृत नहीं करवाया गया था और सीमाशुल्क निकासी परमिट के मूल्य का बिलकुल भी उपयोग नहीं किया गया है।

2. तबनुसार मैं सन्तुष्ट हूँ कि मूल सीमाशुल्क निकासी परमिट सं. पी/जे/3078526 दिनांक 7-2-89 आवेदक से खो गया है। समय-समय पर यथासंशोधित आयात (नियंत्रण) आदेश, 1955 दिनांक 7-12-1955 के उप खंड 9(ग) द्वारा प्रवृत्त अधिकारों का प्रयोग करते हुए श्री अकबाल सिंह को जारी किया गया उक्त मूल सीमाशुल्क निकासी परमिट सं. पी/जे/3078526/दिनांक 7-2-89 को एतद्वारा रद्द किया जाता है।

[फा. सं. ए/ए-34/88-89/बी एल एस/1102]

New Delhi, the 27th July, 1989

S.O. 1901.—Shri Aqbal Singh, Post Box 1150, Dubai, U.A.E. was granted a Customs Clearance Permit No. P/J/3078526 dated 7-2-1989 for Rs. 1,70,000 (Rupees One lakh and seventy thousand only) for import of One 1989 Honda Accord Car. Shri Aqbal Singh has stated that the original CCP has been misplaced/lost. It has further been stated that the original CCP was not registered with any Customs authority and as such the value of the CCP has not been utilised at all.

2. I am accordingly satisfied that the original CCP No. P/J/3078526 dated 7-2-1989 has been lost by the applicant. In exercise of the powers conferred under Sub-clause 9(cc) of the Import (Control) Order, 1955, dated 7-12-1955 as amended from time to time, the said original CCP No. P/J/3078526 dated 7-2-1989 issued to Shri Aqbal Singh is hereby cancelled.

[F. No. A/A-34/88-89/BLS/1102]

आदेश

का. भा. 1902 --डा. (श्रीमती) शुभा सुनील ठाकुर, 12 गोल्ड मिस्ट, गुलमोहर रोड, जे.वी.पी.डी.स्कीम, बम्बई-400049 को एक मर्सिडीज बेंज 200 डी कार चेसिस नं. डब्ल्यू डी बी 126021-2ए/183275, इंजन नं. 110926-22-0-022792 आयात करने के लिए 2,66,250 - रुपये (दो लाख छयासठ हजार दो सौ पचास रुपये मात्र) का सीमाशुल्क निकासी परमिट सं. पी/जे 3076436 दिनांक 24-6-1987 दिया गया था। आवेदक ने ऊपर उल्लिखित सीमाशुल्क निकासी परमिट की अनुलिपि जारी करने के लिए इस आधार पर आवेदन किया है कि मूल सीमाशुल्क निकासी प्रति गुम हो गई/खो गई है। भारी यह भी कहा है कि मूल सीमाशुल्क निकासी परमिट किसी भी सीमाशुल्क प्राधिकारी के पास पंजीकृत नहीं कराया गया है और सीमाशुल्क निकासी परमिट के मूल्य का बिलकुल भी उपयोग नहीं किया गया है।

2. अपने तक के समर्थन में, लाइसेंसधारी ने उचित न्यायिक प्राधिकारी के सामने विधिबद्ध शपथ लेकर एक शपथ पत्र दाखिल किया है। समय-समय पर यथासंशोधित आयात (नियंत्रण) आदेश, 1955 दिनांक 7-12-1955 को उप धारा 9(ग) के अंतर्गत प्रवृत्त अधिकारों का प्रयोग करते हुए डा. (श्रीमती) शुभा सुनील ठाकुर को जारी किया गया मूल सीमाशुल्क निकासी परमिट सं. पी/जे 3076436, दिनांक 24-6-87 एतद्वारा रद्द किया जाता है।

3. सीमाशुल्क निकासी परमिट की अनुलिपि प्रति पार्टी को भ्रमण से जारी की जा रही है।

[फा. सं. ए/ए 29/86-87/बी एल एस/1072]

भाया डॉ. कम, उप मुख्य नियंत्रक आयात निर्यात
रुके मुख्य नियंत्रक, आयात निर्यात

ORDER

S.O. 1902.—Dr. (Mrs.) Shubha Sunil Thagur, 12 Gold Mist, Gulmohar Road, J.V.P.D. Scheme, Bombay-400049 was granted a Customs Clearance Permit No. P/J/3076436 dated 24-6-187 for Rs. 2,66,250 (Rupees Two lakhs sixty six thousand two hundred and fifty only) for import of One Mercedes Benz 200 D Car Chassis No. WDB 126021-2A-183275, Engine No. 110926-22-022792. The applicant has applied for issue of Duplicate Copy of the above mentioned CCP on the ground that the original CCP has been misplaced/lost. It has further been stated that the original CCP was not registered with any Customs authority and as such the value of the CCP has not been utilised at all.

2. In support of her contention, the licensee has filed an affidavit duty sworn before appropriate judiciary authority. I am accordingly satisfied that the original CCP No. P/J/3076436 dated 24-6-1987 has been lost by the applicant. In exercise of the powers conferred under Sub-clause 9(cc) of the Import (Control) Order, 1955, dated 7-12-1955 as amended from time to time, the said original CCP No. P/J/3076436 dated 24-6-1987 issued to Dr. (Mrs.) Shubha Sunil Thakur is hereby cancelled.

3. A duplicate copy of the Customs Clearance Permit is being issued to the party separately.

[F. No. A/T-29/86-87/BLS/1072]

MAYA D. KEM, Dy. Chief Controller of Imports & Exports
for Chief Controller of Imports & Exports

विदेश मंत्रालय

नई दिल्ली, 3 जुलाई, 1989

का. प्रा. 1903 --राजनयिक कौंसली अधिकारी (शपथ एव शुल्क) अधिनियम, 1948 (1948 का 41 वां), की धारा 2 के खंड (क) के अनुसरण में केन्द्रीय सरकार एनद्वारा भारत का राजदूतावास ब्रिगेनटन में सहायक श्री एस. दक्षिण मूर्ति को 21-6-1989 से कौंसली एजेंट का कार्य करने के लिए प्राधिकृत करती है।

[सं. टी. 4330/1/89]

ओ पी. गुप्ता, निदेशक (पीबी)

MINISTRY OF EXTERNAL AFFAIRS

New Delhi, the 3rd July, 1989

S.O. 1903.—In pursuance of the clause (a) of Section 2 of the Diplomatic and Consular Officers Oaths and Fees Act, 1948 (41 of 1948), the Central Government hereby authorise Shri S. Dakshina Moorthy, Assistant in the Embassy of India, Vientiane to perform the duties of Consular Agent with effect from 21-6-1989.

[No. T. 4330/1/89]

O. P. GUPTA, Director (PV)

उद्योग मंत्रालय

(कंपनी कार्य विभाग)

नई दिल्ली, 19 जुलाई, 1989

का. प्रा. 1904 --एकाधिकार तथा अवरोधक व्यापारिक व्यवहार अधिनियम, 1969 (1969 का 54) की धारा 26 की उपधारा (3) के अनुसरण में केन्द्रीय सरकार एनद्वारा पंजाब ट्रेडर्स लिमिटेड जिसका पंजीकृत कार्यालय फेज IV, एम ए एस नगर, जिला रोपर-160055 में है, के पंजीकरण के निरस्तीकरण को अधिसूचित करती है क्योंकि उक्त उपक्रम ऐसे उपक्रमों में से है जिन पर उक्त अधिनियम के भाग "क" अध्याय-III के उपबन्ध अब लागू नहीं होते हैं। (पंजीकरण संख्या 1573/82)

[सं. 18/9/89 एम. 3]

MINISTRY OF INDUSTRY

(Department of Company Affairs)

New Delhi, the 19th July, 1989

S.O. 1904.—In pursuance of Sub-section (3) of Section 26 of the Monopolies and Restrictive Trade Practices Act, 1969 (54 of 1969), the Central Government hereby notifies the cancellation of the registration of M/s. Punjab

Tractors Limited having its registered office at Phase IV, S.A.S. Nagar, Distt. Ropar-160055 the said undertaking being undertaking to which the provisions of part A Chapter III of the said Act no longer apply.

(Registration No. 1573/82).

[No. 16/9/89-M.III]

का. प्रा. 1905 --एकाधिकार तथा अवरोधक व्यापारिक व्यवहार अधिनियम, 1969 (1969 का 54) की धारा 26 की उपधारा (3) के अनुसरण में केन्द्रीय सरकार एनद्वारा नारोज लिमिटेड जिसका पंजीकृत कार्यालय 34, ओखला इंडस्ट्रियल इस्टेट, नई दिल्ली-110020 में है, के पंजीकरण के निरस्तीकरण को अधिसूचित करती है क्योंकि उक्त उपक्रम ऐसे उपक्रमों में से है जिन पर उक्त अधिनियम के भाग "क" अध्याय-III में उपबन्ध अब लागू नहीं होते हैं। (पंजीकरण संख्या 1044/75)

[सं. 16/9/89 एम. 3]

शशिभूषण सिंह, उप सचिव

S.O. 1905.—In pursuance of Sub-section (3) of Section 26 of the Monopolies and Restrictive Trade Practices Act, 1969 (54 of 1969), the Central Government hereby notifies the cancellation of the registration of M/s. Sharpedge Limited having its registered office at 34, Okhla Industrial Estate, New Delhi-20 the said undertaking being undertaking to which the provisions of part A of Chapter III of the said Act no longer apply.

(Registration No. 1044/75).

[No. 16/9/89-M.III]

S. B. SINGH, Dy. Secy.

पेट्रोलियम और प्राकृतिक गैस मंत्रालय

नई दिल्ली, 17 जुलाई, 1989

का. प्रा. 1906 --तेल उद्योग (विकास) अधिनियम, 1974 (1974 का 47) की धारा (ख) के खंड 3 के उप खंड (3) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए केन्द्रीय सरकार एनद्वारा वित्त मंत्रालय, व्यवसाय में श्रम सचिव श्री भार. कृष्ण मूर्ति को उनके पद की हैसियत में तत्काल प्रभावी तारीख से दो वर्षों की अवधि के लिए तेल उद्योग विकास बोर्ड का सदस्य नियुक्त करते हैं, ताकि वे वित्त मंत्रालय का प्रतिनिधित्व कर सकें।

[सं. जी-35012/5/89-वित्त-II]

फलगुनी राजकुमार, निदेशक
(वित्त)

MINISTRY OF PETROLEUM & NATURAL GAS

New Delhi, the 17th July, 1989

S.O. 1906.—In exercise of the powers conferred by clause (b) of sub-section (3) of section 3 of the Oil Industry (Development) Act, 1974 (No. 47 of 1974), the Central Government hereby appoints, with immediate effect and for a period not exceeding two years, Shri R. Krishnamurthy, Additional Secretary, Department of Expenditure, Ministry of Finance, as a member of the Oil Industry Development Board by virtue of his office to represent the Ministry dealing with finance.

[No. G-35012/5/89-Fin.II]

FALGUNI RAJKUMAR, Director

नई दिल्ली, 25 जुलाई, 1989

का.आ. 1907—भारत सरकार के राजपत्र भाग-2 खंड-3 उप खंड 2 दिनांक 13-2-1986 का.आ. सं. 4141 के अन्तर्गत अधिसूचना संख्या ओ 12016/26/82 ओड-1 दिनांक 13/12/1986 एड कर्मांक 4978 और 4999 पर प्रसिद्ध हुई अनुसूची में नीचे वर्णित किया हुआ बदला किया जाता है।

गांव :- तुंगली

तहसील : मावल

जिला पूना

(महाराष्ट्र)

के लिये				पदे			
खसरा नम्बर	हिस्सा नम्बर	सी. एम. टी. नम्बर	क्षेत्रफल हे. आर	खसरा नम्बर	हिस्सा नम्बर	सी. टी. एम. नम्बर	क्षेत्रफल हे. आर
121	8	26/36		121	बी	26/36	00.02-07

ए. आर. गाड्रे सक्षम अधिकारी,
बम्बई—पूना पाईप लाईन प्रोजेक्ट
[012016/26/82—प्रोड विक्त]

New Delhi, the 25th July, 1989

ERRATUM

S.O. 1907.—For the words and figures appearing in Column II of the Notification issued under Government of India's Notification No. 0/12016/26/82 Prod. I under S.O. N. 4141 published in the Govt. of India Gazette Part-II, Section 3, Sub-Section (ii) at pages 4979 and 4980 dated 13-12-86 read.

Village : Tungarli

Tahsil : Maval

Dist. Pune.

For				Read			
S.No. G.No.	Hissa No.	CTS No.	Area	S.No. G.No.	Hissa No.	CTS No.	Area
121	8	26/36	00-02-07	121	B	26/36	00-02-07

[F. 12016/26/82-Prod.-II /Dist]

A.R. Gadre, Competent Authority, Bombay Pune, Pipeline Project, Pune.

स्वास्थ्य और परिवार कल्याण मंत्रालय

नई दिल्ली, 19 जुलाई, 1989

का.आ. 1908 - भारतीय आयुर्विज्ञान परिषद् अधिनियम, 1956 (1956 का 102) की धारा 3 की उपधारा (1) के खंड (ग) के उपबन्धों के अनुसरण में डा. ज्योतिर्मय मजुमदार को भारतीय आयुर्विज्ञान परिषद् का पश्चिमी बंगाल राज्य से सदस्य निर्वाचित किया गया है।

अतः अब केन्द्रीय सरकार, उक्त अधिनियम की धारा 3 की उपधारा (1) के अनुसरण में, भूतपूर्व स्वास्थ्य मंत्रालय की अधिसूचना संख्या 138 (सं. 5-13159-एमआई) तारीख 9 जनवरी, 1960 का निम्नलिखित संशोधन करती है, अर्थात् :-

उक्त अधिसूचना में, "धारा 3 की उपधारा (1) के खंड (ग) के अधीन निर्वाचित" शीर्षक के नीचे क्रम संख्यांक 4 और उससे संबंधित प्रविष्टियों के स्थान पर निम्नलिखित रखा जाएगा, अर्थात् :-

- "4. डा. ज्योतिर्मय मजुमदार,
एम.बी.बी.एस., डी.बी.डी. डमेट,
एफ.एस.एम.एफ.,
पो-5, सी.आई.टी. रोड, स्कीम एल.बी.,
मौलाली जंक्शन, कलकत्ता-700014।"

[संख्या बी.- 11013/62/87-एम.ई. (पी)]

MINISTRY OF HEALTH AND FAMILY WELFARE

New Delhi, the 19th July, 1989

S.O. 1908.—Whereas in pursuance of the provision of clause (C) of sub-section (1) of section 3 of the Indian Medical

Council Act, 1956 (102 of 1956) Dr. Jyotirmay Majumdar has been elected from the West-Bengal State to be a member of the Medical Council of India;

Now, therefore, in pursuance of sub-section (1) of section 3 of the said Act, the Central Government hereby makes the following amendment in the notification of the late Ministry of Health S.O. No. 138 (No. 5-13/5/MI), dated the 9th January, 1960, namely :

In the said notification under the heading "Elected under clause (C) of sub-section (1) of section 3", for serial number 4 and the entries relating thereto the following shall be substituted, namely :—

- "4. Dr. Jyotirmay Majumdar,
MBBS, D.V., D. Dermat FSMF,
P. 5, C.I.T. Road, Scheme I.V.
Maulali Junction, Calcutta-700014."

[No. V. 11013/62/87-ME(P)]

का.आ. 1909--केन्द्रीय सरकार ने, भारतीय आयुर्विज्ञान परिषद् अधिनियम, 1956 (1956 का 102) की धारा 3 की उपधारा (1) के खंड (क) के अनुसरण में और पंजाब सरकार के परामर्श से डा. एफ. हाण्डा, निदेशक, अनुसंधान एवं चिकित्सा शिक्षा, पंजाब को 11 दिसम्बर, 1991 तक की अवधि के लिए भारतीय आयुर्विज्ञान परिषद् का सदस्य नामनिर्दिष्ट किया है;

अतः अब केन्द्रीय सरकार, उक्त अधिनियम की धारा 3 की उपधारा (1) के उपबन्धों के अनुसरण में स्वास्थ्य मंत्रालय की अधिसूचना संख्या का.आ. 138, तारीख 9 जनवरी, 1960 का निम्नलिखित और संशोधन करती है, अर्थात् :-

उक्त अधिसूचना में धारा-3 की उपधारा (1) के खण्ड (क) के अधीन नामनिर्दिष्ट शीर्षक के अधीन क्रम संख्याक 11 और तत्संबंधी प्रविष्टि के स्थान पर निम्नलिखित क्रम संख्याक और प्रविष्टि रखी जाएगी, अर्थात् :-

"11. डा. एफ. हाण्डा,
निदेशक,
अनुसंधान एवं चिकित्सा शिक्षा,
पंजाब।"

[नं. बी.-11033/14/86-एम.ई. (पी.)]

आर. श्रीनिवासन, अवर सचिव

S.O. 1909.—Whereas the Central Government in pursuance of Clause (a) of sub-section (1) of section 3 of the Indian Medical Council Act, 1956 (102 of 1956) and in

consultation with the Government of Punjab, have nominated Dr. F. Honda, Director, Research and Medical Education, Punjab to be a member of the Medical Council of India for the period upto the 11th December, 1991;

Now, therefore, in pursuance of the provisions of sub-section (1) of section 3 of the said Act, the Central Government hereby makes the following further amendment in the notification of the Ministry of Health, S.O. No. 138, dated the 9th January, 1960, namely :—

In the said notification, under the heading "Nominated under Clause (a) of sub-section (1) of section 3", for serial number 11 and the entry relating thereto, the following serial number and entry shall be substituted, namely :—

"11. Dr. F. Honda,
Director, Research and
Medical Education,
Punjab."

[No. V. 11013/14/86-ME(P);
R. SRINIVASAN, Under Secy.]

नई दिल्ली 21 जुलाई 1989

का. आ. 1910 :—केन्द्रीय सरकार, भारतीय चिकित्सा केन्द्रीय परिषद अधिनियम, 1970 (1970 का 48) की धारा 14 की उपधारा (2) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, भारतीय चिकित्सा केन्द्रीय परिषद से परामर्श करने के पश्चात् उक्त अधिनियम की दूसरी अनुसूची का निम्नलिखित और संशोधन करती है, अर्थात्—

(क) "आंध्र" शीर्षक के अधीन उस्मानिया विश्वविद्यालय, हैदराबाद से संबंधित क्रम सं. 48 और उससे संबंधित प्रविष्टियों के पश्चात् के निम्नलिखित क्रम संख्याक और प्रविष्टियां अतः स्थापित की जाएंगी, अर्थात्—

"4 ड. एस. बी. विश्वविद्यालय, तिरुपति, आयुर्वेदाचार्य (आयुर्वेदिक चिकित्सा और शल्य बी. ए. एम. एम 1986 से आगे चिकित्सा स्नातक)

(ख) "मध्य प्रदेश" शीर्षक के अधीन मध्य प्रदेश आयुर्वेदिक और यूनानी चिकित्सा पद्धति तथा प्राकृतिक चिकित्सा बोर्ड, भोपाल से संबंधित क्रम सं. 53 क के सामने स्तम्भ 2, 3 और 4 में विद्यमान प्रविष्टियों के पश्चात् निम्नलिखित प्रविष्टियां अतः स्थापित की जाएंगी अर्थात्—

2	3	4
आयुर्वेद विज्ञानाचार्य (आधुनिक चिकित्सा और शल्य चिकित्सा सहित आयुर्वेद विज्ञानाचार्य)	ए. बी. एम. एम.	1969 से 1970 तक
(ग) "मसूर" शीर्षक के अधीन, मंगलौर विश्वविद्यालय मंगलौर से संबंधित क्रम सं. 79 क और उसके संबंधित प्रविष्टियों के पश्चात् निम्नलिखित क्रम संख्या और प्रविष्टियां अतः स्थापित की जाएंगी, अर्थात्—		

1	2	3	4
"79 ख. गुलबर्गा विश्वविद्यालय, गुलबर्गा	(i) आयुर्वेदिक चिकित्सा पद्धति स्नातक	बी.एस.ए.एम.	1973 से 1983 तक
	(ii) आयुर्वेदाचार्य (आयुर्वेदिक चिकित्सा और शल्य चिकित्सा स्नातक)	बी. ए. एम. एम.	1983 से आगे ;
	(घ) "तमिलनाडु" शीर्षक के अधीन मद्रास विश्वविद्यालय से संबंधित क्रम संख्या 97 के सामने, स्तम्भ 2, 3, और 4 में विद्यमान प्रविष्टियों के पश्चात् निम्नलिखित प्रविष्टियां अतः स्थापित की जाएंगी, अर्थात्—		

2	3	4
"आयुर्वेदाचार्य (आयुर्वेदिक चिकित्सा और शल्य चिकित्सा स्नातक)	बी.ए.एम. एम.	1986 से आगे,

टिप्पणः—भारतीय चिकित्सा केन्द्रीय परिषद सलियम, 1970 (1970 का 48) की दूसरी अनुसूची का तत्पश्चात् निम्नलिखित द्वारा संशोधन किया गया है :—

1. का. आ. सं. 4068 तारीख 30 नवम्बर, 1979
2. का. आ. सं. 2635 तारीख 18 सितम्बर, 1980
3. का. आ. सं. 2313 तारीख 20 अगस्त, 1981
4. का. आ. सं. 2314 तारीख 22 अगस्त, 1981
5. का. आ. सं. 137 तारीख 24 दिसम्बर, 1981
6. का. आ. सं. 638 तारीख 25 जनवरी, 1982
7. का. आ. सं. 661 तारीख 2 फरवरी, 1982
8. का. आ. सं. 973 तारीख 20 फरवरी, 1982
9. का. आ. सं. 354 (ङ) तारीख 6 मई, 1983
10. का. आ. सं. 3550 तारीख 5 सितम्बर, 1983
11. का. आ. सं. 804 (ग) तारीख 11 नवम्बर, 1983
12. का. आ. सं. 462 (ङ) तारीख 23 जून, 1984
13. का. आ. सं. 1911 तारीख 17 अप्रैल, 1985
14. का. आ. सं. 2745 तारीख 29 मई, 1985
15. का. आ. सं. 3404 तारीख 5 जुलाई, 1985
16. का. आ. सं. 4057 तारीख 14 अगस्त, 1985
17. का. आ. सं. 5603 तारीख 2 दिसम्बर 1985
18. का. आ. सं. 5671 तारीख 5 दिसम्बर, 1986
19. का. आ. सं. 832 तारीख 17 फरवरी, 1986
20. का. आ. सं. 1832 तारीख 16 अप्रैल, 1986
21. का. आ. सं. 627 तारीख 2 फरवरी, 1987
22. का. आ. सं. 760 तारीख 25 फरवरी, 1987
23. का. आ. सं. 1030 तारीख 30 मार्च, 1987,
24. का. आ. सं. 1946 तारीख 9 जुलाई, 1987
25. का. आ. सं. 3186 तारीख 30 अक्टूबर, 1987
26. का. आ. सं. 1697 तारीख 15 अप्रैल, 1988
27. का. आ. सं. 1504 तारीख 22 अप्रैल, 1988
28. का. आ. सं. 1040 तारीख 6 अप्रैल, 1989

[सं. बी.-26015/6/88-ए. ई.]

आर. एस. माथुर, अवर सचिव

New Delhi, the 21st July, 1989

S.O. 1910—In exercise of the powers conferred by sub-section (2) of section 14 of the Indian Medicine Central Council Act, 1970 (48 of 1970), the Central Government, after consulting the Central Council of Indian Medicine, hereby makes the following further amendment in the Second Schedule to the said Act, namely :

In Part I of the said Schedule :—

- (a) under the heading "Andhra" after Serial No. 4D relating to Osmania University, Hyderabad and the entries relating thereto, the following serial number and entries shall be inserted namely :

1	2	3	4
"4E S.V. University, Tirupati	Ayurvedacharya (Bachelor of Ayurvedic Medicine and Surgery)	B.A.M.S.	From 1988 onwards";

- (b) under the heading "Madhya Pradesh", against Serial No. 53A relating to Madhya Pradesh Board of Ayurvedic and Unani Systems of Medicine and Naturopathy, Bhopal, in columns 2, 3 and 4, after the existing entries, the following entries shall be inserted, namely :

	2	3	4
	"Ayurveda Vigyanacharya (Ayurveda Vigyanacharya with Modern Medicine and Surgery	A.V.M.S.	From 1969 to 1970";
(c) under the heading "Mysore" after Serial No. 79A relating to Mangalore University, Mangalore and the entries relating thereto, the following serial No. and entries shall be inserted namely :—			

1	2	3	4
"79B Gulbarga University, Gulbarga	(i) Bachelor of System of Ayurvedic Medicine	B.S.A.M.	From 1973 to 1983
	(ii) Ayurvedacharya (Bachelor of Ayurvedic Medicine and Surgery)	B.A.M.S	From 1983 onwards";
(d) under the heading "Tamil Nadu" against Serial No. 97 relating to University of Madras, in columns 2, 3 and 4 after the existing entries, the following entries shall be inserted, namely :			

	2	3	4
	"Ayurvedacharya (Bachelor of Ayurvedic Medicine and Surgery)	B.A.M.S.	From 1986 onwards".

Note : The second schedule to the Indian Medicine Central Council Act, 1970 (48 of 1970) has been subsequently amended, vide :—

- (1) S.O. No. 4068 dated the 30th November, 1979.
- (2) S.O. No. 2635 dated the 18th September 1980.
- (3) S.O. No. 2313 dated the 20th August 1981.
- (4) S.O. No. 2314 dated the 22nd August, 1981.
- (5) S.O. No. 137 dated the 24th December, 1981.
- (6) S.O. No. 638 dated the 25th January, 1982.
- (7) S.O. No. 661 dated the 2nd February, 1982.
- (8) S.O. No. 973 dated the 20th February, 1982.
- (9) S.O. No. 354(E) dated the 6th May, 1983.
- (10) S.O. No. 3550 dated the 5th September, 1983.
- (11) S.O. No. 804(C) dated the 11th November, 1983.
- (12) S.O. No. 462(E) dated the 23rd June, 1984.
- (13) S.O. No. 1911 dated the 17th April, 1985.
- (14) S.O. No. 2745 dated the 29th May, 1985.
- (15) S.O. No. 3404 dated the 5th July, 1985.
- (16) S.O. No. 4057 dated the 14th August, 1985.
- (17) S.O. No. 5603 dated the 2nd December, 1985.
- (18) S.O. No. 5671 dated the 5th December, 1985.
- (19) S.O. No. 832 dated the 17th February, 1986.
- (20) S.O. No. 1832 dated the 16th April, 1986.
- (21) S.O. No. 627 dated the 2nd February, 1987.
- (22) S.O. No. 760 dated the 25th February, 1987.
- (23) S.O. No. 1030 dated the 30th March, 1987.
- (24) S.O. No. 1946 dated the 9th July, 1987.
- (25) S.O. No. 3186 dated the 30th October, 1987.
- (26) S.O. No. 1697 dated the 15th April, 1988.
- (27) S.O. No. 1504 dated the 22nd April, 1988.
- (28) S.O. No. 1040 dated the 6th April, 1989.

[No. V.26015/6/88-AE]
R.S. MATHUR, Under Secy.

शहरी विकास मंत्रालय

(निर्माण प्रभाग)

नई दिल्ली, 14 मार्च, 1989

का.आ. 1911:—राजघाट समाधि अधिनियम, 1951 (1951 का 41) की धारा 4 की उपधारा (1) तथा (2) के साथ पठित धारा 3 द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, तथा पहले के शहरी विकास मंत्रालय में भारत सरकार द्वारा जारी की गई दिनांक 25-6-85 की अधिसूचना संख्या 25011/7/85-निर्माण-3 के अधीन केन्द्रीय सरकार निम्नलिखित सदस्यों सहित राजघाट समाधि समिति का एतद्-द्वारा पुनर्गठन करती है, नामतः:—

1. श्री कमलापति त्रिपाठी —अध्यक्ष
2. दिल्ली नगर निगम के महापौर —उप-अध्यक्ष

3. दिल्ली प्रशासन के मुख्य सचिव
4. समाधि से संबंधित संयुक्त सचिव, शहरी विकास मंत्रालय
5. संयुक्त सचिव (वित्त), शहरी विकास मंत्रालय
6. अध्यक्ष, गांधी स्मारक निधि
7. श्री अरविन्द नेतम, संसद सदस्य, 19, फिरोजशाह रोड, नई दिल्ली।
8. श्रीमती कमला कुमारी, संसद सदस्य, 16 ए.बी., पण्डारा रोड, नई दिल्ली
9. श्री जय प्रकाश अग्रवाल, संसद सदस्य
10. श्री चिरंजी लाल शर्मा, संसद सदस्य
11. श्री आर.के. नारायणन, संसद सदस्य, 19 साउथ एवेन्यू, नई दिल्ली

—केन्द्रीय सरकार द्वारा नामित अधिकारी

—केन्द्रीय सरकार द्वारा नामित गैर अधिकारी

—लोक सभा के सदस्यों द्वारा निर्वाचित

—राज्य सभा के सदस्यों द्वारा निर्वाचित

[संख्या 25011/7/85-निर्माण-3]

एस. रंगानाथन, उप सचिव

MINISTRY OF URBAN DEVELOPMENT

(Works Division)

New Delhi, the 14th March, 1989

S.O. 1911.—In exercise of the powers conferred by section 3 read with sub-section (1) and (2) of section 14 of the Rajghat Samadhi Act, 1951 (41 of 1951) and in supersession of the notification of the Government of India in the erstwhile Ministry of Urban Development No. 25011/7/85-W3 dated 25-6-1985, the Central Government hereby re-constitutes the Rajghat Samadhi Committee with the following members, namely:—

1. Shri Kamalapati Tripathi —Chairman
2. Mayor of the Municipal Corporation of Delhi —Ex-officio
3. Chief Secretary of the Delhi Administration
4. Joint Secretary concerned with Samadhi, Ministry of Urban Development
5. Joint Secretary (Finance), Ministry of Urban Development
6. Chairman, Gandhi Smarak Nihi.
7. Shri Arvind Netam, M.P., 19, Ferozeshah Road, New Delhi
8. Smt. Kamla Kumari, M.P., 16AB, Pandara Road, New Delhi
9. Shri Jai Parkash Agarwal, M. P.
10. Shri Chiranjil Lal Sharma, M.P.
11. Shri R. K. Narayan, M.P., 19, South Avenue, New Delhi.

—Chairman

—Ex-officio

—Officials nominated by the Central Government

Non-officials nominated by the Central Government

—Elected by Members of the Lok Sabha.

—Elected by Members of the Rajya Sabha.

[No. 25011/7/85-W-3]

S. RANGANATHAN, Dy. Secy.

जल-मूल परिवहन मंत्रालय

(परिवहन पक्ष)

नई दिल्ली, 9 अगस्त, 1989

का.आ. 1912:—जबकि श्री जगवीर सिंह कालड़ा ने, जिन्हें गोदी कामगारों और शिपिंग कंपनियों के रियोकताओं का प्रतिनिधित्व करने के लिए, भारत सरकार जल-मूल परिवहन मंत्रालय (परिवहन पक्ष) की अधिसूचना संख्या का.आ. 358 (अ) दिनांक 15 मई, 1989 द्वारा कोडला गोदी श्रमिक मंडल के एक सदस्य के रूप में नियुक्त किया गया, उक्त मंडल की सदस्यता से त्यागपत्र दे दिया है,

अतः, अब गोदी कामगार (रोजगार का विनियम) नियम, 1962 के नियम 4 के अनुसरण में, केन्द्रीय सरकार एतद्द्वारा उक्त रिक्ति को सूचित करती है।

[फाइल सं. एल बी-13014/7/89-यू.एस. (एल.)]

सुदेश कुमार, अधर सचिव

MINISTRY OF SURFACE TRANSPORT

(Transport Wing)

New Delhi, the 9th August, 1989

S.O. 1912.—Whereas Shri Jagveer Singh Kalra, appointed as a member of the Kandla Dock Labour Board representing the employers of Dock Workers and Shipping Companies by the notification of the Government of India, Ministry of Surface Transport, (Transport Wing), No. S.O. 358(E), dated the 15th May, 1989, has resigned from the membership of the said Board;

Now, therefore, in pursuance of rule 4 of the Dock Workers (Regulation of Employment), Rules, 1962, the Central Government hereby notifies the said vacancy.

[F. No. LB-13014/7/89-US(L)]

SUDESH KUMAR, Under Secy.

पर्यटन और नागर विमानन मंत्रालय

MINISTRY OF CIVIL AVIATION AND TOURISM

नई दिल्ली, 20 जुलाई, 1989

New Delhi, the 20th July, 1989

का.आ. 1913:—राष्ट्रीय विमानपत्तन प्राधिकरण अधिनियम, 1985 (1985 का 64) की धारा 5 की उपधारा (3) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, केन्द्रीय सरकार राष्ट्रीय विमान पत्तन प्राधिकरण के पूर्ण कालिक सदस्य (कामिक और प्रशासन) ब्रिगेडियर बी.एस. जोशी (सेवानिवृत्त) का त्यागपत्र 31-7-89 (अपराह्न) से स्वीकार करती है।

S.O. 1913.—In exercise of the powers conferred by Sub-section (3) of Section 5 of the National Airports Authority Act, 1985 (64 of 1985), the Central Government accept the resignation of Brig. B. S. Joshi (Retired), whole-time Member (Personnel and Administration) in the NAA with effect from the afternoon of 31-7-1989.

[सं. ए-11013/3/87-एन.ए.ए.]

[No. A-11013/3/87-NAA]

जे.आर. नागपाल, अवर सचिव

J. R. NAGPAL, Under Secy.

(नागर विमानन विभाग)

नई दिल्ली, 1 जुलाई, 1989

का. आ. 1914:—वायु निगम अधिनियम, 1953 (1953 का 27) के खंड 4 द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए केन्द्रीय सरकार एयर इंडिया और इंडियन एयर लाइंस के निदेशक मंडलों का 30 जून, 1990 तक एक वर्ष की अवधि के लिए पुनर्गठन करती है जिसमें निम्न-लिखित सदस्य होंगे:—

एयर इंडिया:—

1. श्री रतन टाटा	अध्यक्ष
2. अध्यक्ष, इंडियन एयरलाइंस	निदेशक
3. महानिदेशक, पर्यटन	"
4. वित्तीय सहायकार, नागर विमानन और पर्यटन मंत्रालय	"
5. संयुक्त सचिव, नागर विमानन और पर्यटन मंत्रालय	"
6. प्रबंध निदेशक, एयर इंडिया	"
7. प्रबंध निदेशक, इंडियन एयरलाइंस	"
8. श्री विनोद भरत राम	"
9. श्रीमती दिलशिम ललीक	"
10. श्री जे. के. मेहरा	"

इंडियन एयरलाइंस

1. श्री राहुल बजाजा	अध्यक्ष
2. अध्यक्ष एयर इंडिया	निदेशक
3. महानिदेशक, पर्यटन	"
4. वित्तीय सहायकार, नागर विमानन और पर्यटन मंत्रालय	"
5. संयुक्त सचिव, नागर विमानन और पर्यटन मंत्रालय	"
6. प्रबंध निदेशक, इंडियन निदेशक एयरलाइंस	"
7. प्रबंध निदेशक, एयर इंडिया	"
8. प्रबंध निदेशक, वायुदल	"
9. श्रीमती गोमता भारतीय	"
10. श्री सुरेश कृष्ण	"

[का.सं एनो 18013/1/88-एए]

आर.एन. भागवत, अवर सचिव

(Deptt. of Civil Aviation)

New Delhi, the 1st July, 1989

S.O. 1914.—In exercise of the powers conferred by Section 4 of the Air Corporations Act, 1963 (27 of 1953), the Central Government hereby reconstitute the Board of Directors of Air India and Indian Airlines for a period of one year up to 30th June 1990, with the following members :

Air India		Indian Airlines	
1. Shri Ratan Tata	Chairman	1. Shri Rakesh Bajaj	Chairman
2. Chairman, Indian Airlines	"	2. Chairman, Air India	Director
3. Director General, Tourism	"	3. Director General, Tourism	"
4. Financial Adviser, Min. of Civil Aviation and Tourism.	"	4. Financial Adviser, Min. of Civil Aviation and Tourism.	"
5. Joint Secretary, Min. of Civil Aviation and Tourism	"	5. Joint Secretary, Min. of Civil Aviation and Tourism.	"
6. Managing Director, Air-India.	"	6. Managing Director, Indian Airlines.	"
7. Managing Director, Indian Airlines.	"	7. Managing Director, Air-India.	"
8. Shri Vivek Bkarat Ram	"	8. Managing Director, Vayuoot	"
9. Smt. Bilkhit Latif		9. Smt. Shobhna Bhartia	"
10. Shri J.K. Mera		10. Shri Suresh Krishna	"

[F.9. AV. 18013/1/88-AA]

R.N. BHARGAVA, Under Secy.

रेल मंत्रालय (रेलवे बोर्ड)

नई दिल्ली, 19 जुलाई, 1989

का. आ. 1915 :—भारतीय रेल अधिनियम, 1890 (1890 का अधिनियम IX) की धारा 82बी द्वारा प्रदत्त शक्तियों का उपयोग करते हुए, केन्द्रीय सरकार 18-4-1989 को ललितपुर और देलवाड़ा स्टेशनों के बीच 927 डाउन बेंगलूर-नयी दिल्ली कर्नाटक एक्सप्रेस के पटरी से उतरने की दुर्घटना से उत्पन्न सभी दावों की निपटाने के लिए डा. परमेश्वर दयाल, सेवानिवृत्त उच्च न्यायालय न्यायधीश, इलाहाबाद को तदर्थ प्राधिकार पर दावा आयुक्त के रूप में नियुक्त करती है। उनका मुख्यालय जहांसी में होगा।

रेलवे बोर्ड के एवं भारत सरकार के पदेन अवर सचिव
सुतोष मोहन बंस सचिव,
[सं. 89/ई(ओ) II/1/3]

MINISTRY OF RAILWAYS

(Railway Board)

New Delhi, the 19th July, 1989

S.O. 1915.—In exercise of the powers conferred by section 82B of the Indian Railways Act, 1890 (Act IX of 1890) the Central Government hereby appoints Dr. Parmeshwar Dayal, retired High Court Judge, Allahabad as Ad-hoc Claims Commissioner to deal with all claims arising out of accident to 927 DN Bangalore-New Delhi Karnataka Express due to derailment between Lalitpur and Daulwara stations on 18-4-1989 with Headquarters at Jhansi.

[No. 89/E(O) II/1/3]

S. M. VAISH, Secy. Railway Board and
ex-officio Addl. Secretary to the
Government of India

ऊर्जा मंत्रालय

(कोयला विभाग)

नई दिल्ली, 17 जुलाई, 1989

का. आ. 1916.—केन्द्रीय सरकार ने, कोयला धारक क्षेत्र (अर्जन और विकास) अधिनियम, 1957 (1957 का 20) की धारा 7 की उपधारा (1) के अधीन भारत के राजपत्र, असाधारण, भाग-II, खंड 3, उपखंड (ii) तारीख 9 सितम्बर, 1988 में प्रकाशित भारत सरकार के मंत्रालय (कोयला विभाग) की अधिसूचना सं. का. आ. 855 (अ) तारीख 9 सितम्बर, 1988 द्वारा उस अधिसूचना से संलग्न अनुसूची में विनिर्दिष्ट परिक्षेत्र की भूमि में, जिसका माप 1486.391 एकड़ (लगभग) या 601.526 हेक्टर (लगभग), खनिजों के खनन, खननबोर करने, उनके खुदाई करने और उद्घाटन करने, उन्हें प्राप्त करने उन पर कार्य करने और उन्हें ले जाने के अधिकारों का अर्जन करने के अपने आशय की सूचना दी थी;

और सक्षम प्राधिकारी ने उक्त अधिनियम की धारा 9 के अनुसरण में केन्द्रीय सरकार को अपनी रिपोर्ट दे दी है;

और केन्द्रीय सरकार का, पूर्वोक्त रिपोर्ट पर विचार करने के पश्चात् और उड़ीसा सरकार से परामर्श करने के पश्चात् यह समझा हुआ है कि इससे संलग्न अनुसूची में वर्णित 601.526 हेक्टर (लगभग) या 1486.391 एकड़ (लगभग) माप वाली भूमि में खनिजों के खनन, खदान, बोर करने, उनकी खुदाई करने, और उन्हें तलाश करने, उन्हें प्राप्त करने, उन पर कार्य करने और उन्हें ले जाने के अधिकार अर्जित किए जाने चाहिए।

अतः, अब केन्द्रीय सरकार, उक्त अधिनियम की धारा 9 की उपधारा (1) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए यह घोषणा करती है कि इससे संलग्न अनुसूची में वर्णित 601.526 हेक्टर (लगभग) या 1486.391 एकड़ (लगभग) माप वाली भूमि में खनिजों के खनन, खदान, बोर करने उनकी खुदाई करने और खनिजों के तलाश करने, उन्हें प्राप्त करने, उन पर कार्य करने और उन्हें ले जाने के अधिकार अर्जित किए जाते हैं।

इस अधिसूचना के अंतर्गत आने वाले क्षेत्र के सं. ओ.सी.:एम. एल.:बी. एस. पी.: 27 तारीख 14-11-1988 वाले रेखांक का निरीक्षण कम्प्यूटर, गंवलपुर (उड़ीसा) के कार्यालय में या कोयना निपेक्षक 1, काउंसिल हाउस स्ट्रीट, कलकत्ता के कार्यालय में या स.उ.प ईस्टर्न कोलफील्ड्स लि. (राजस्व अनुभाग), सीपिंग रोड, बिनामपुर-495001 (मध्य प्रदेश), के कार्यालय में किया जा सकता है।

अनुसूची

आरिण्ट नॉन. 1, 2, और 3 का पश्चिमी भाग

ग्रामी. बो. घाली क्षेत्र

जिला सम्बलपुर (उड़ीसा)

खनन अधिकार

क्रम संख्या	ग्राम का नाम	तहसील	जिला	क्षेत्र एकड़ों में	टिप्पणियाँ
1	2	3	4	5	6
1. ब्रजराज नगर टाउन यूनिट-3		भारसुगुड़ा	सम्बलपुर	88.641	भाग
2. बिगरीगुड़ा		भारसुगुड़ा	सम्बलपुर	184.820	भाग
3. बेलपहाड़		लखनपुर	सम्बलपुर	5.750	भाग
4. छुआलिखेरता		लखनपुर	सम्बलपुर	1028.92	भाग
5. ग्रामवरहा		भारसुगुड़ा	सम्बलपुर	169.24	भाग
6. ब्रजराज नगर टाउन		भारसुगुड़ा	सम्बलपुर	9.020	भाग
				कुल क्षेत्र	1486.391 एकड़ (लगभग)
				या	601.526 हेक्टर (लगभग)

ग्राम ब्रजराजनगर टाउन यूनिट में अर्जित किए गए प्लॉट संख्याक (भाग):— 4(भाग), 6(भाग), 48(भाग), 49(भाग), 50 से 51, 52(भाग), 53(भाग), 56(भाग), 57(भाग), 59 से 61, 62(भाग), 63(भाग), 73(भाग), 74 से 88, 89(भाग), 90 से 91, 92(भाग), 93(भाग), 94(भाग), 95(भाग), 96(भाग), 97(भाग), 98 से 135, 136(भाग), 137 से 144, 145(भाग), 146, 147(भाग), 151(भाग)

156(भाग), 157, 158(भाग), 159 से 160, 161(भाग), 248(भाग), 249 से 251, 252(भाग), 253(भाग), 248/2614, 88/2635 52/2656(भाग), 58/2657, 58/2658, 58/2659, 60/2660, 60/2661, 111/2662, 119/2663, 129/2664, 129/2665, 132/2666, 157/2667 118/2802, 112/2803, 130/2804, 130/2805, 248/2806, 248/2807, और 136/2808.

ग्राम, बिगरीगुड़ा में अर्जित किए गए प्लॉट संख्याक (भाग):

1 से 146, 147(भाग), 148(भाग), 149 से 156, 157(भाग), 158(भाग), 70/1136, 145/1137, 122/1138, 122/1141, 30/1145, 71/1146(भाग), 92/1147, 95/1148, 95/1149, 98/1150, 130/1151, 131/1152, 135/3153, 146/1154, 146/1155, 143/207, 144/1208, 41/1218, 47/1222, 77/1230, 78/1233, 137/1234, 99/1235, 99/1236, 131/1240, 158/1258(भाग), 70/1295 और 144/1302.

ग्राम बेलपहाड़ में अर्जित किए गए प्लॉट संख्याक (भाग):— 2683(भाग), 2684(भाग), 2685, 2686(भाग), 2687, 2680(भाग), 2689(भाग), 2706(भाग), 2707(भाग), 2684/7088(भाग), 2684/7015(भाग), 2684/7016, 2684/7017, 2686/7018, 2686/7019, 2684/8571 और 2684/8072 2684/7009 2684/7010(भाग), 1684/7012, 2684/7014

ग्राम छुआलिवेरना में अर्जित किए गए प्लॉट संख्यांक (भाग):—

46 (भाग), 47 (भाग), 48 (भाग) 50 (भाग), 53 (भाग), 54 से 74, 75 (भाग), 76 से 130, 131 (भाग), 135 (भाग), 136 (भाग), 137, 138 (भाग), 141 (भाग) 142, से 148, 149 (भाग), 150 से 214, 215 (भाग), 216 से 299 300 (भाग), 301 से 303, 304 (भाग), 311 (भाग), 312, 313 (भाग) 314 (भाग), 375 (भाग), 374 (भाग), 375 से 378, 379 (भाग) 380, (भाग) 401 (भाग), 402 (भाग), 403 से 406, से 407 (भाग), 408 (भाग), 409 से 443, 444 (भाग), 445 (भाग), 446 से 447, 448 (भाग), 469, (भाग), 470 (भाग), 471 से 473, 474 (भाग), 570 (भाग) 571 (भाग), 576 (भाग), 578 से 582 583 (भाग), 584 (भाग), 585 से 602, 603 (भाग), 604 से 684, 685 (भाग), 686 (भाग), 687 भाग, 688 (भाग) 694 (भाग), 698 से 709, 710, (भाग), 711 से 768, (भाग) 769 (भाग), 770 (भाग), 771 (भाग), 772 से 784, 785 (भाग), 786 (भाग), 794 (भाग), 795 से 806, 807 (भाग), 808 (भाग), 809 (भाग), 829 (भाग), 895 (भाग), 896 से 925 926 (भाग), 927 (भाग), 928 से 1006, 1007 (भाग), 1283 (भाग), 1284 (भाग), 1285 (भाग), 1305 (भाग), 1306 (भाग), 1307 से 1312, 1313 (भाग) 1314 से 1350, 1351 (भाग), 1352 (भाग), 1353 (भाग), 1354 (भाग) 1355 (भाग), 1396 (भाग), 1411 (भाग), 1412 (भाग), 1414 (भाग), 1415 (भाग), 1416, 1417 (भाग), 1418 (भाग), 1419 से 1554, 1555 (भाग), 417/1556, 277/1557, 580/1561, 608/1564, 1000/1565, 1338/1560, 1425/1570, 1424/1571, 1420 1572, 1418/1573, 609/1577, 600/1578, 270/1593, 610/1594, 610/1595, 609/1596, 73/1597, 218/1598, 210/1600, 411/1602, 571/1609 (भाग), 571/1610, 469/1613, 578/1614, 580/1615 580/1616, 591/1617, 616/1618, 614/1619, 579/1620, 705/1625 705/1626, 698/1627, 698/1628, 708/1629, 708/1630, 708/1631, 712/1632, 789/1633 (भाग), 706/1634, 756/1637, 758/1638, 602/1630, 665/1640, 683/1641, 747/1642, 747/1643, 658/1644, 727/1645, 1520/1648, 984/1649, 985/1650, 985/1651, 977/1652, 1465/1662, 1465/1663, 1396/1664, 1283/1667 (भाग), 1283/1668 (भाग), 1283/1669 (भाग), 1283/1670, 1429/1673, 1430/1674, 1431/1675, 1432/1677, 1537/1678, 1538/1679, 1549/1680, 1549/1681, 1549/1682, 1449/1682, 1449/1683, 1549/1684 1549/1685, 1549/1686, 1549/1687, 1549/1688, 1539/1689, 1008/1694 (भाग), 1006/1695, 580/1697, 578/1698, 578/1699 (भाग), 534/1703, 1432/1704 और 1431/1705.

ग्राम ग्रामदरहा में अर्जित किए गए प्लॉट संख्यांक (भाग):—98 (भाग), 253 (भाग), 280 (भाग), 287 (भाग), 298 (भाग), 303 (भाग) 304 (भाग), 305 (भाग), 307, 308 (भाग), 309 से 319, 330 (भाग), 321 (भाग), 335 (भाग), 336 (भाग), 337 (भाग), 338 (भाग), 339 से 342, 343 (भाग), 345 (भाग), 346, 347 (भाग), 348 से 350, 351 (भाग), 354 (भाग), 361 (भाग), 364 से 372, 373 (भाग), 374 (भाग), 375 से 383, 384 (भाग) 385 से 398, 343/402, 309/422, 346/423, 363/424 (भाग), 98/438 (भाग), और 394/453.

ग्राम बजराननगर टाउन/यूनिट—1 में अर्जित किए गए प्लॉट संख्यांक (भाग):—2536 (भाग), 2537 (भाग), 2540 (भाग), और 2541 (भाग) सीमा वर्णन:—

क—ख—ग:—रेखा ग्राम ग्रामदरहा और बजराननगर टाउन यूनिट—3 की सम्मिलित सीमा के बिन्दु “क” से प्रारम्भ होती है तथा ग्राम ग्रामदरहा के प्लॉट संख्यांक 345, 344, 343, 98/438, 98, 338, 337, 336, 335, 321, 320, 287, 308, 303, 280, 304, 305, 551, 253 से होती हुई बिन्दु “ग” पर मिलती है :

ग—घ—ङ:—रेखा ग्राम ग्रामदरहा के प्लॉट संख्यांक 354 और प्लॉट संख्या 364 की पश्चिमी सीमा तथा प्लॉट संख्यांक 363/424, 361, 373, 374, 384,

ग—घ—ङ:—रेखा ग्रामग्रामदरहा के प्लॉट संख्यांक 354 और प्लॉट संख्या 364 की पश्चिमी सीमा तथा प्लॉट संख्यांक 363/424, 361, 373, 374, 384 374 से होकर जाती है और तब ग्राम छुआलिवेरना के प्लॉट संख्यांक 141, 149, 138, 136, 135, 133, 131 से होती हुई बिन्दु “ङ” पर मिलती है।

ड—ख—छ:—रेखा ग्राम छुआलिवेरना के प्लॉट संख्यांक 131, 46, 47, 75, 48, 50, 53, 215, 314, 313, 311, 300, 304, 373, 374, 379, 380, 381 402, 401, 407, 408, 444, 445, 448, 469, 470, 474, 603, 570, 571, 571/1609, 576, 584, 583, 578/1699, 1008/1694 1007, 1305, 1306, 1285, 1284, 1283, 1283/1667, 1283/1668, 1283/1669, 1313, 1351, 1352, 1353, 1354 1355, 1396, 1415, 1414, 1417, 1412, 1411, 1418 से होती हुई ग्राम बजराननगर के प्लॉट संख्यांक 2683, 2684/7014, 2684/7015 2684/7008, 2684, 2684/7015, 2684/1070, 2686, 2689, 2688, 2706, 2707 से होकर ग्राम बिगरीगुड़ा के प्लॉट संख्यांक 158 को पार करती हुई बिन्दु “छ” पर मिलती है।

छ—ज:—रेखा ग्राम बिगरीगुड़ा के प्लॉट संख्यांक 158, 158/1258, 71/1146, से होती हुई प्लॉट संख्यांक 91, 92 की दक्षिण सीमा के साथ-साथ चल कर प्लॉट संख्यांक 158 और प्लॉट संख्यांक 146 की दक्षिण सीमा से गुजरती हुई प्लॉट संख्यांक 147, 148, 149, 157, 158 से होती हुई ग्राम बजराननगर टाउन यूनिट—1 प्लॉट संख्यांक 2541 से होकर बिन्दु “ज” पर मिलती है।

ज—झ:—रेखा ग्राम बजराननगर टाउन यूनिट—1 में प्लॉट संख्यांक 2541, 2540, 2537, 2536 से होकर ग्राम छुआलिवेरना के प्लॉट संख्यांक 1555, 927, 926, 895, 829, 685, 686, 687, 688, 694 तथा प्लॉट संख्यांक 699, 698/1627, 698/1628, की पूर्वी सीमा और प्लॉट संख्यांक 709/1633, 710, 809, 808, 807, 794, 770, 771, 786, 785 से होती हुई ग्राम छुआलिवेरना और बजराननगर टाउन यूनिट—3 की सम्मिलित सीमा से होकर बिन्दु “झ” पर मिलती है।

झ—ञ:—रेखा ग्राम छुआलिवेरना बजराननगर टाउन यूनिट—3 की सम्मिलित सीमा के साथ-साथ चलती हुई ग्राम बजराननगर टाउन यूनिट—3 के प्लॉट संख्यांक 253, 252, 248, 136, 147, 151, 145, 156, 155, 158, 161, 97, 96, 95, 94, 92, 93, 89, 73, 62, 63, 56, 57, 53, 52/2656, 52, 49, 48, 6, 4 से होती हुई ग्राम ग्रामदरहा के प्लॉट संख्यांक 347, 345 से होकर प्रारम्भिक बिन्दु “क” पर मिलती है।

MINISTRY OF ENERGY

(Department of Coal)

N.w Delhi, the 17th July, 1989

S. O. 1916 :—Whereas by the notification of the Government of India in the Ministry of Energy (Department of Coal) No. S. O. 855(E) dated 9th September, 1988 under sub-section (i) of the section 7 of the Coal Bearing Areas (Acquisition and Development) Act, 1957 (20 of 1957) and published in Part-II, Section 3, Sub-section (ii) of the Gazette of India Extraordinary dated the 9th September, 1988, the Central Government gave notice of its intention to acquire the right to mine, quarry, bore, dig and search for win, work and carry away the minerals in the Lands measuring 1486.391 acres (approximately), or 601.526 hectares (approximately) in the locality specified in the Schedule appended to that notification;

And whereas the competent authority in pursuance of section 8 of the said Act, has made his report to the Central Government;

And whereas the Central Government after considering the report aforesaid and after consulting the Government of Orissa, is, satisfied that the rights to mine, quarry, bore, dig and search for win, work and carry away minerals in the lands measuring 601.526 hectares (approximately) or 1486.394 acres (approximately) described in the schedule appended hereto, should be acquired.

Now, therefore in exercise of the powers conferred by sub-section (i) of section 9 of the said Act, the Central Government hereby declares that the rights to mine, quarry, bore, dig and search for win, work and carry away minerals in the lands measuring 601.526 hectares (approximately) or 1486.391 acres (approximately) described in the schedule appended hereto, are hereby acquired.

The plan bearing No. OC:ML:BSP:27 dated 14-11-88 of the area covered by this notification may be inspected in the office of the Collector, Sambalpur (Orissa) or in the Office of the Coal Controller, 1, Council House Street, Calcutta or in the Office of the South Eastern Coalfields Limited (Revenue Section), Secpat Road, Bिलापुर-495001 (Madhya Pradesh).

SCHEDULE

WESTERN BLOCK OF ORIENT MINE NOS. 1, 2 & 3

IB VALLEY AREA

DISTRICT SAMBALPUR (ORISSA)

MINING RIGHTS

Serial number	Name of Village	Tahsil	District	Area in acres	Remarks
1.	Brajrajnagar Town Unit-3	Jharsuguda	Sambalpur	88.641	part.
2.	Chingriguda	Jharsuguda	Sambalpur	184.820	part.
3.	Belpahar	Lakhanpur	Sambalpur	5.750	part.
4.	Chhualiberna	Lakhanpur	Sambalpur	1028.92	part.
5.	Amadarha	Jharsuguda	Sambalpur	169.24	part.
6.	Brajrajnagar Town UNIT-I	Jharsuguda	Sambalpur	9,020	part.
Grand Total :				1486.391 acres (approximately) or 601.526 hectares (approximately)	

Plot numbers to be acquired in Village Brajrajnagar Town unit-3(P). 4 (P), 6(P), 48(P), 49(P), 50, 51, 52(P), 53(P), 56(P), 57(P), 58 to 61, 62(P), 63(P), 73(P), 74 to 88, 89(P), 90, 91, 92(P), 93(P), 94(P), 95(P), 96(P), 97(P), 98 to 135, 136(P), 137 to 144, 145(P), 146, 147(P), 151(P), 156(P), 157, 158(P), 159, 160, 161(P), 248(P), 249 to 251, 252(P), 253(R), 248/2614, 88/2635, 52/2656(P), 58/2657, 58/2658, 58/2659, 60/2660, 60/2661, 111/2662, 119/2663, 129/2664, 129/2665, 132/2666, 157/2667, 118/2802, 112/2803, 130/2804, 130/2805, 248/2806, 248/2807, and 136/2808.

Plot numbers to be acquired in Village Chingriguda(P). 1 to 146, 147(P), 148(P), 149 to 156, 157(P), 158(P), 170/1136, 145/1137, 122/1138, 122/1141, 30/1145, 71/1146(P), 92/1147, 95/1148, 95/1149, 98/1150, 130/1151, 131/1152, 135/1153, 146/1154, 146/1155, 143/1207, 144/1208, 4/1218, 47/1222, 77/1230, 76/1233, 137/1234, 99/1235, 99/1236, 13/1240, 158/1258(P), 70/1295, and 114/1302.

Plot numbers to be acquired in Village Belpahar-(P). 2683(P), 2684(P), 2685, 2686(P), 2687, 2688(P), 2689(P), 2706(P), 2707(P), 268-/7008(P), 2684/7009, 2684/7010(P), 1684/7012, 2684/7013, 2684/7014(P), 2684/7015(P), 2684/7016, 2684/7017, 2686/7018, 2686/7019, 2684/8571 and 2684/8572.

Plot numbers to be acquired in Village Belpahar (P):—2681(P), 2684(P), 2685, 2686(P), 2687, 2688(P), 2689(P), 2700(P), 2707(P), 2684/7008(P), 2684/7009, 2684/7010(P), 1684/7012, 2684/7013, 2684/7014(P), 2684/7015(P), 2684/7016, 2684/7017, 2686/7018, 2686/7019, 2684/8571, and 2684/8572.

Plot numbers to be acquired in Village Chhualiberna—(P):—46(P), 47(P), 48(P), 50(P), 53(P), 54 to 74, 75(P), 76 to 130, 131(P), 133(P), 135(P), 136(P), 137, 138(P), 141(P), 142 to 148, 149(P), 150, to 214, 215(P), 216 to 299, 300(P), 301 to 303, 304(P), 311(P), 312, 313(P), 314(P), 373(P), 374 (P), 375 to 378, 379 (P), 380(P), 381(P), 401(P), 402(P), 403 to 406, 407(P), 408(P), 409 to 443, 444(P), 445(P), 446, 447, 448(P), 469(P), 470(P), 471 to 473, 474(P), 570(P), 571(P), 576(P), 578 to 582, 583(P), 584(P), 585 to 602, 603(P), 604 to 684, 685(P), 686 (P), 687(P), 688(P), 694(P), 698 to 709, 710(P), 711 to 768, 769(P), 770(P), 771(P), 772 to 784, 785(P), 786(P), 794(P), 795 to 806, 807(P), 808(P), 809 (P), 829(P), 895(P), 896 to 925, 926(P), 927(P), 928 to 1006, 1007(P), 1233(P), 1284(P), 1285(P), 1305(P), 1306(P), 1307 to 1312, 1313(P), 1314 to 1350, 1351(P), 1352(P), 1353(P), 1354(P), 1355(P), 1396(P), 1411(P), 1412(P), 1414(P), 1415(P), 1416, 1417(P), 1418(P), 1419 to 1554, 1555 (P), 417/1556, 277/1557, 480/1561, 608/1564, 1000/1565, 1339/1566, 1425/1570, 14124/1571, 1420/1572, 1418/1573, 609/1577, 600/1578, 270/1593, 610/1594, 610/1595, 609/1596, 73/1597, 218/1598, 210/1600, 411/1602, 571/1609(P), 571/1610, 469/1613, 578/1644, 580/1615, 580/1615, 580/1616, 591/1617, 616/1618, 614/1619, 579/1620, 705/1625, 705/1626, 698/1627, 698/1628, 708/1629, 708/1630, 708/1631, 712/1632, 709/1633(P), 706/1634, 756/1637, 758/1638, 662/1639, 665/1640, 683/1641, 747/1642, 747/1643, 658/1644, 727/1645, 1520/1648, 984/1649, 985/1650, 985/1651, 977/1652, 1665/1662, 1465/1663, 1396/1664, 1283/1667(P), 1283/1668(P), 1283/1669(P), 1283/1670, 1429/1673, 1430/1674, 1431/1675, 1432/1670, 1432/1677, 1537/1678, 1538/1679, 1549/1680, 1549/1681, 1549/1682, 1549/1683, 1549/1684, 1549/1685, 1549/1686, 1549/1687, 1549/1688, 1539/1689, 1008/1694(P), 1006/1695, 580/1697, 578/1698, 578/1699(P), 1534/1703, 1432/1704 and 1431/1705.

Plot numbers to be acquired in Village Amadarha (P):—98(P), 253(P), 280(P), 287(P), 288, 303(P), 304(P), 305(P), 307, 308(P), 309 to 319, 320(P), 321(P), 335(P), 336(P), 337(P), 338(P), 339 to 342, 343(P), 344(P), 345(P), 346, 347(P), 348 to 350, 351(P), 354 (P), 361(P), 364 to 372, 373(P), 374(P), 375 to 383, 384(P), 385 to 398, 343/402, 309/422, 346/423, 346/424(P), 398/438(P), and 394/453.

Plot numbers to be acquired in Village Brajrajnagar Town Unit-1(P):—2536(P), 2537(P), 2540(P), and 2541(P).

BOUNDARY DESCRIPTION :

- A—B—C** Line start from point 'A' to the common boundary of Village Amadarha and Brajrajnagar Town unit-III and passes in Village Amadarha through plots numbers 345, 344, 343, 98/438, 98/338, 337, 336, 335, 221, 320, 287, 308, 303, 280, 304, 305, 351, 253, and meets at point 'C'.
- C—D—E** Line passes in village Amadarha through plot number 354 and western boundary of plot number 364 through plot numbers 363/424, 361, 373, 374, 384, 374 and then proceeds in village Chhualiberna through plot numbers 141, 149, 138, 136, 135, 133, 131 and meets at point 'E'.
- E—F—G** Line passes in village Chhualiberna through plot numbers 131, 46, 47, 75, 48, 50, 53, 215, 314, 313, 311, 300, 304, 373, 374, 379, 380, 381, 402, 401, 407, 408, 444, 445, 448, 469, 470, 474, 603, 570, 571, 571/1609, 576, 584, 583, 578/1699, 1008/1694, 1007/1305, 1306, 1285, 1284, 1283, 1283/1667, 1283/1668, 1283/1669, 1313, 1351, 1352, 1353, 1354, 1355, 1396, 1415, 1414, 1417, 1412, 1411, 1418, then proceeds in village Belpahar through plot numbers 2683, 2684/7014, 2684/7015, 2684, 7008, 2684, 2684/7015, 2684/7010, 2686, 2689, 2688, 2706, 2707 and then proceeds in village Chingriguda through plot number 158 and meets at point 'G'.
- G—H** Line passes in village Chingriguda through plot numbers 158, 158/1258, 71/1146, along southern boundary of plot numbers 91, 92 then through plot numbers 158 and along the southern boundary of plot numbers 146 then through plot numbers 147, 148, 149, 157, 158 and then proceeds in village Brajrajnagar Town Unit-1 through plot number 2541 and meets at point 'H'.
- H—I** Line passes in village Brajrajnagar Town Unit-1 through plot numbers 2541, 2540, 2537, 2536, then proceeds in village Chhualiberna through plot numbers 1555, 927, 926, 895, 829, 685, 686, 687, 688, 694, and eastern boundary of plot numbers 699, 698/1627, 698, 698/1628 and through plot numbers 709/1633, 710, 809, 808, 807, 794, 769, 770, 771, 786, 785, and meets common boundary of Village Chhualiberna and Brajrajnagar Town Unit-3 at point 'I'.
- I—J—K—A** Line passes along the common boundary of village Chhualiberna-Brajrajnagar Town Unit-3 then proceeds in village Brajrajnagar Town Unit-3, through plot numbers 253, 252, 248, 136, 147, 151, 145, 156, 155, 158, 161, 97, 96, 95, 94, 92, 93, 89, 73, 62, 63, 56, 57, 53, 52/2656, 52, 49, 48, 64, 4 and then proceeds in village Amadarha through plot numbers 347, 345, and meets at the starting point 'A'.

शुद्धि-पत्र

नई दिल्ली, 19 जुलाई, 1989

CORRIGENDUM

New Delhi, the 19th July, 1989

का.आ. 1917:—भारत के राजपत्र भाग 2, खंड 3, उपखंड (ii) तारीख 14 जनवरी, 1989 में पृष्ठ 95 से 97 पर प्रकाशित भारत सरकार के ऊर्जा मंत्रालय (कोयला विभाग) की अधिसूचना सं. का.आ. 76 तारीख 23 दिसम्बर, 1988 में—

पृष्ठ 95 पर—

अधिसूचना में—

- (1) "परिक्षेत्र में 5533.43 हेक्टर" के स्थान पर "परिक्षेत्र में 5333.43 हेक्टर" पढ़िए।

अनुसूची "क" में—

- (2) क्रम संख्या 2 ग्राम का नाम स्तम्भ के नीचे "सुबे" के स्थान पर "सुबई" पढ़िए और जहाँ कहीं यह शब्द प्रयुक्त हुआ हो वहाँ "सुबई" पढ़िए।
- (3) "सूबे ग्राम में अजित किए जाने वाले प्लाट संख्या" के स्थान पर "सुबई ग्राम में अजित किए जाने वाले प्लाट संख्या" पढ़िए और जहाँ कहीं यह शब्द प्रयुक्त हुआ हो वहाँ "सुबई" पढ़िए।

पृष्ठ 96 पर—

सीमा वर्णन में—

- (4) रेखा 8-9 में "घसर होती है और बिन्दु "ण" पर मिलती है" के स्थान पर "अयेनर होती है और आरम्भिक बिन्दु "ण" पर मिलती है" पढ़िए।
- (5) रेखा ट-1 ट-2—स में "उ.प्र. रेल" के स्थान पर "द.पू. रेल" पढ़िए।

अनुसूची (ख) में—

- (6) क्रम संख्या 2 में ग्राम का नाम स्तम्भ के नीचे "सुब" के स्थान पर "सुबई" पढ़िए।
- (7) क्रम संख्या 3 में ग्राम का नाम स्तम्भ के नीचे "कवितपेठ" स्थान पर "कविटपेठ" पढ़िए और पटवारी साजा स्तम्भ के नीचे "घनीरा" के स्थान पर "धानीरा" पढ़िए। और जहाँ कहीं यह शब्द प्रयुक्त हुआ हो वहाँ पर "कविटपेठ" और "धानीरा" पढ़िए।
- (8) योग में " = 995.3 हेक्टर (लगभग) के स्थान पर " = 995.53 हेक्टर (लगभग) " पढ़िए।
- (9) ग्राम सुबई में अजित किए जाने वाले प्लाट संख्या में "37 भाग", के स्थान पर "37 भाग, 39 भाग" पढ़िए और "46 भाग", के स्थान पर "46 भाग, 265 भाग" पढ़िए।

पृष्ठ 97 पर—सीमा वर्णन में—

- (i) रेखा 7-8-9 में प्लाट संख्या "4" के स्थान पर "45" पढ़िए और "बन्धीनी बजरक" के स्थान पर "बिन्धीनी बजरक" पढ़िए। और जहाँ कहीं यह शब्द प्रयुक्त हुआ हो वहाँ "बिन्धीनी बजरक" पढ़िए।
- (ii) रेखा त-ड में "रेखा ग्राम सूबे से होकर नावा प्लाट संख्या 280, 279, 282, 283 की बाएँ सीमा के साथ साथ प्लाट संख्या "280, 279, 282, 283 की बाएँ सीमा के साथ साथ प्लाट संख्या 285 में "के स्थान पर "रेखा ग्राम सुबई से होकर, नावा प्लाट संख्यांक 280, 279, 282, 283 की बाएँ सीमा के साथ साथ प्लाट संख्यांक 285 में से होकर" पढ़िए।

[सं. 43015/13/87-सी.ए. एल.एन.डब्ल्यू]

S.O. 1917.—In the notification of the Government of India, in the Ministry of Energy (Department of Coal) No. S.O. 76, dated the 23rd December, 1988, published in the Gazette of India, Part II, Section 3, Sub-section (ii), dated the 14th January, 1989, at page 97 to 100,—

At page 97, in column 2,—

- (i) in line 10, for "obititions" read "Objection";
- (ii) omit the last line;

At page 98,—

- (i) in column 1, line 2, for "made" read "make";
- (ii) in Schedule 'A', in the heading, for "District Chanrapur (Maharashtra)" read "District Chandrapur (Maharashtra)";
- (iii) in Schedule 'A', in line 5 from bottom, for "throug" read "through"; and

At page 99, in Schedule 'B' in line 14 from bottom, for "27 to" read "27 to 29".

[No. 43015/13/87-CA/LSW]

शुद्धि-पत्र

नई दिल्ली, 20 जुलाई, 1989

का.आ. 1918:—भारत के राजपत्र, भाग 2, खंड 3, उपखंड (ii) तारीख 18 फरवरी, 1989 के पृष्ठ 421 पर प्रकाशित भारत सरकार के ऊर्जा मंत्रालय (कोयला विभाग) की अधिसूचना का.आ. सं. 340 दिनांक 13 जनवरी, 1989 में—

पृष्ठ 421 पर—

- (1) अधिसूचना में पैरा 3 में "रेखांक स. सी-1 (ई)/III जेजे आर/922-0888" के स्थान पर "रेखांक स.-1-सी (ई)/3/जेजे आर/422-0888" पढ़िए।
- (2) अनुसूची में "बिखलगांव ब्लॉक बानी धात्र" के स्थान पर "बिखलगांव ब्लॉक बणी धात्र" पढ़िए।
- (3) क्रम संख्या 1 में ग्राम का नाम स्तम्भ के नीचे "राजपूर" के स्थान पर "राजूर" पढ़िए और जहाँ कहीं यह शब्द प्रयुक्त हुआ हो उसी स्थान पर "राजूर" पढ़िए।
- (4) क्रम संख्या 1 में तहसील व स्तम्भ के नीचे "बानी" के स्थान पर "बणी" पढ़िए।
- (5) क्रम संख्या 2, 3, 4, 6, 7 ग्राम का नाम स्तम्भ के नीचे "काता मना" "बिखलगांव" "बानी" "मुधानी" "पारसोनी" के स्थान पर "कलमना" "बिखलगांव" "बणी" "भुरघना" "परसोनी" पढ़िए और जहाँ कहीं यह शब्द प्रयुक्त हुआ हो उसी स्थान पर "कलमना" "बिखलगांव", बणी, भुरघनी, परसोनी पढ़िए।

43015/12/88-एल.एस.डब्ल्यू.]

रं.बी. राव, जवर सचिव

New Delhi, the 20th July, 1989

S.O. 1918.—In the notification of the Government of India in the Ministry of Energy (Department of Coal) No. S.O. 340 dated the 13th January, 1989, published at page 422 of the Gazette of India, Part-II, Section 3, Sub-section (ii) dated the 18th February, 1989, in the Schedule,—

(a) in the heading of column 3, for "Village numuer", read "village number";

(b) against Sl. No. 1 under column 2, for "Rajpur" read "Rajur";

(c) in the Boundary Description, (i) in line "D-E", for "—", read "at"; (ii) in line "E-F", for "Rajpur" read "Rajur".

[No. 43015/12/88-LSW]

B. B.RAO, Under Secy.

का. प्रा. 1919.—केन्द्रीय सरकार ने कोयला धारक क्षेत्र (भूजन और विकास) अधिनियम, 1957 (1957 का. 20) की धारा 4 की उपधारा (1) के अधीन भारत सरकार के ऊर्जा मंत्रालय (कोयला विभाग) की अधिसूचना सं. का. प्रा. 543 तारीख 11 फरवरी, 1987 द्वारा जो भारत के राजपत्र, भाग 2 खंड 3, पखंड (ii) तारीख 28 फरवरी, 1987 में प्रकाशित की गई थी, उक्त अधिसूचना से संलग्न अनुसूची में जो विनिर्दिष्ट परिश्रेष्ठ में 1159.265 हेक्टर (लगभग) 3605.92 एकड़ (लगभग) भूमि में कोयले का पूर्वेक्षण करने के अपने आशय की सूचना दी थी;

और उक्त भूमियों की वास्तव उक्त अधिनियम की धारा 7 की उपधारा (1) के अधीन कोई सूचना नहीं दी गई है।

अतः, अब, केन्द्रीय सरकार, उक्त अधिनियम की धारा 7 की उपधारा (1) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए 28 फरवरी, 1989 से प्रारम्भ होत वाली एक वर्ष की अनिश्चित अवधि की ऐसी अवधि के रूप में विनिर्दिष्ट करती है जिसके भीतर केन्द्रीय सरकार उक्त भूमियों या ऐसी भूमियों में अपना उन पर कोई अधिकार अर्जित करने के अपने आशय की सूचना दे सकेगी।

अनुसूची

पिपरिया ब्लॉक

सोहामपुर कोल फील्ड

कोहिल्ला क्षेत्र

जिला सहडोल (मध्य प्रदेश)

रेखांक सं. एम ई सी ऐल बी एस पी जी एम (परियोजना)

भूमि 138

तारीख 25 जनवरी, 1989

(पूर्वेक्षण के लिए अधिसूचन भूमि दर्शित करने वाली)

राजस्व भूमि :-

क्रम संख्या	ग्राम	सहसील	साधारण संख्या	जिला	क्षेत्र हेक्टर में	टिप्पणियाँ
(1)	(2)	3	4	5	6	7
1. माहीपुर		भान्डेग	586	सहडोल	52.500	भाग
2. कुआँ		भान्डेगढ़	100	सहडोल	68.00	भाग
3. बिजानिकौत		भान्डेगढ़	516	सहडोल	205.500	भाग
4. लालपुर		भान्डेगढ़	685	सहडोल	61.000	भाग
5. मिमरिया		भान्डेगढ़	724	सहडोल	262.500	पूर्ण
6. पिपरिया		भान्डेगढ़	416	सहडोल	2.000	भाग
7. कोटा		भान्डेगढ़	129	सहडोल	289.500	भाग
8. पुटपुरा		भान्डेगढ़	419	सहडोल	360.140	पूर्ण
योग					1401.140 हेक्टर	

वन भूमि

क्रम संख्या कम्पाईमेंट सं.	रेंज	रिवीजल	क्षेत्र हेंक्टर में	टिप्पणियां
1. पी 137	उमरिया	उमरिया	58.125	भाग
		योग 57.125	योग 58.125	
			कुल योग 1459.265 हेक्टर (लगभग)	
			3605.92 एकड़ (लगभग)	

सीमा वर्णन :-

क—ख—रेखा लावपुर ग्राम में 'क' बिन्दु से आरंभ होती है और घांघरी और माहीमर ग्रामों की सम्मिलित सीमा के साथ साथ चलती हुई 'ख' बिन्दु पर मिलती है।

ख—ग—रेखा माहीमर, कुआ गिलारिकोप ग्रामों से गुजरती हुई डोंगड़ नाला पार करती है और छोटा ग्राम से गुजरती हुई उसी ग्राम में 'ग' बिन्दु पर मिलती है।

ग—घ—रेखा ग्राम कोटा और रखेली—पुटपुरा, बान्धा पुटपुरा और अण्णा—पुटपुरा ग्रामों की सम्मिलित सीमा भी है, चलती हुई उसी नाला पर 'घ' बिन्दु पर मिलती है।

घ—ङ—रेखा लोहरा-पुणपुरा, लोहरा मिमरिया और मिमरिया पिपरिया ग्रामों की सम्मिलित सीमा के साथ साथ चलती हुई 'ङ' बिन्दु पर मिलती है।

ङ—क—रेखा पिपरिया, बिलरिकोप और जालपुर ग्रामों से गुजरती हुई उसी ग्राम में आरंभिक बिन्दु 'क' पर मिलती है।

[फा. सं. 43015/23/86—सी.ए./एल. ए.स. डबल्यू]

S.O.1919:—Whereas by the notification of the Government of India in the Ministry of Energy (Department of Coal), No. S. O. 543, dated the 11th February, 1987, under sub-section (1) of section 4 of the Coal Bearing Areas (Acquisition and Development) Act, 1957 (20 of 1957), Published in the Gazette of India, Part-II, Section 3, Sub-Section (ii), dated the 28th February, 1987, the Central Government gave notice of its intention to prospect for coal in lands measuring 1459.265 hectare (approximately) or 3605.92 acres (approximately) in the locality specified in the Schedule appended to the said notification;

And Whereas in respect of the said lands, no notice under sub-section (1) of section 7 of the said Act has been given;

Now, therefore, in exercise of the powers conferred by sub-section (1) of section 7 of the said Act, the Central Government hereby specifies a further period of one year commencing from the 28th February, 1989 as the period within which the Central Government may give notice of its intention to acquire the said lands or any rights in or over such lands.

SCHEDULE

PIPARIA BLOCK

SOHAGPUR COALFIELD

JOHILLA AREA

DISTRICT SHAHDOL (MADHYA PRADESH)

Plan No. SECL : BSP : GM (Proj)/Land : 38

Dated : 24th January, 1989

(Showing land notified for prospecting)

REVENUE LAND

Sl. No.	Village	Tahsil	General No.	District	Area in hectares	Remarks
1.	Mahimar	Bhandogarh	586	Shahdol	52.500	Part.
2.	Kuan	Bhandogarh	100	Shahdol	168.000	Part.
3.	Bilarikop	Bhandogarh	516	Shahdol	205.500	Part.
4.	Lalpur	Bhandogarh	665	Shahdol	61.000	Part.
5.	Semaria	Bhandogarh	724	Shahdol	262.500	Full.
6.	Piparia	Bhandogarh	416	Shahdol	2.000	Part.
7.	Kota	Bhandogarh	128	Shahdol	289.500	Part.
8.	Putpura	Bhandogarh	419	Shahdol	360.140	Full.
Total					1401.140 hectares	

Forest Land					
Sl. No.	Compartment No.	Range	Division	Area in hectares	Remarks
1.	P 137 IV	Umaria	Umaria	58.125	Part.
Total				58.125	
Grand Total				1459.265 hectares (approximately)	OR 3605.92 acres (approximately)

BOUNDARY DESCRIPTION :

A—B	Line starts from point 'A' in village Lalpur then proceeds along the common boundary of villages Ghanghri and Mahimar and meets at point 'B'.
B—C	Line passes through villages Mahimar, Kuan, Bilarikop, crosses Dengarha, Nallah, then passes through village Kota and meets in the same village at point 'C'.
C—D	Line passes through village Kota and Ratheli, proceeds along Dengarha nallah, which also forms common boundary of villages Ratheli-Pulpura, Bandha-Pulpura and Anha-Pulpura and meets in the same nallah at point 'D'.
D—E	Line proceeds along common boundary of villages Ldra-Pulpura, Ldra-Semaria and Semaria-Piparia and meets at point 'B'.
E—A	Line passes through village Piparia, Bilarikop and Lalpur and meets in the same village at the starting point 'A'.

[NO : 43015/23/86-CA/LSW]

नई दिल्ली 25 जुलाई 1989

का. अ. 1920 :—केन्द्रीय सरकार ने कोयला धारक क्षेत्र (अर्जन और विकास) अधिनियम, 1957 (1957 का 20) जिसे इसमें इसके पश्चात् उक्त अधिनियम कहा गया है) की धारा 4 की उपधारा (1) के अधीन भारत सरकार के ऊर्जा मंत्रालय (कोयला विभाग) की अधिसूचना सं. का. अ. 2188, तारीख 11 अगस्त, 1987 द्वारा जिसे भारत के राजपत्र, भाग 2, खंड 3 उपखंड (ii) तारीख 22 अगस्त, 1987 में प्रकाशित किया गया था, उससे उपाबद्ध अनुसूची में और इससे तालम अनुसूची में भी विनिर्दिष्ट परिक्षेत्र में 2257.39 हेक्टेयर (लगभग) या 5575.75 एकड़ (लगभग) माप की भूमि में कोयला का पूर्वेक्षण करने के अग्रनेशय की सूचना दी की सूचना दी थी;

और उक्त भूमि की बाकात उक्त अधिनियम की धारा 7 की उपधारा (1) के अधीन कोई सूचना नहीं दी गई है;

अतः, अब, केन्द्रीय सरकार, उक्त अधिनियम, की धारा 7 की उपधारा (1) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए 22 अगस्त, 1989 से आरंभ होने वाली और एक वर्ष की कालावधि को उस कालावधि के रूप में विनिर्दिष्ट करती है जिसके भीतर केन्द्रीय सरकार उक्त भूमि को ऐसी भूमि में किन्ही अधिकारों को अर्जित करने के अपने आशय की सूचना दे सकेगी।

अनुसूची

आदासा ब्लाक

नागपुर क्षेत्र

जिला नागपुर महाराष्ट्र

क्रम संख्या	ग्राम का नाम	पटवारी सफिल	तहसील जिला	क्षेत्र हेक्टेयर में	टिप्पणियां
1.	कोरटोडी	30 सोनेर	नागपुर	282.87	भाग
2.	येरडगाव	30 सोनेर	"	328.10	पूर्ण
3.	ब्रह्मपुरी	30 "	"	205.05	"
4.	सोनपुर	31 "	"	387.00	"
5.	आदासा	31 कलमेश्वर	"	331.70	भाग
6.	कुसंबी	32 सोनेर	"	413.69	पूर्ण
7.	राधराखेड़ी	33 "	"	299.01	"
8.	तरकाखेड़ी	33 कलमेश्वर	"	9.97	भाग
योग				2257.39 हेक्टेयर (लगभग)	या 5575.75 एकड़ (लगभग)

सीमा वर्णन

क-;ख-;—रेखा बिन्दु "क" से आरंभ होती है और ग्राम आदासा सोनपुर, ब्रह्मपुरी येरगणव, कंसंबी की बाह्य सीमा के साथ साथ जाती है तथा बिन्दु "ख" पर मिलती है।

ख—ग—त—ण रेखा ग्राम कुसंबी, पंधराखेड़ी की बाह्य सीमा, के साथ साथ जाती है, उसके पश्चात् ग्राम पंचरा खेड़ी कोरोड़ी अण्दास से होकर जाती है और बिन्दु "ण" पर मिलती है।

ण—क रेखा ग्राम आदासा की बाह्य सीमा के साथ साथ जाती है और आरंभिक बिन्दु "क" पर मिलती है।

[फा. सं. 43015/8/87—सी ए/एल एस डब्ल्यू]

बी०बी०राव, अवर सचिव

New Delhi, the 25th July, 1989

S.O. 1920:—Whereas by the notification of the Government of India in the Ministry of Energy (Department of Coal) No. S. O. 2188 dated the 11th August, 1987, under sub-section (1) of section 4 of the Coal Bearing Areas (Acquisition and Development) Act, 1957 (20 of 1957) (hereinafter referred to as the said Act) and published in Part-II, Section 3, Sub-section (ii) of the Gazette of India dated the 22nd August, 1987, the Central Government gave notice of its intention to prospect fodeul in lands measuring 2257.39 hectares (approximately) or 5575.75 acres (approximately) in the locality specified in the schedule appended thereto as also in the Schedule hereto annexed;

And whereas in respect of the said lands, no notice under sub-section (1) of Section 7 of the said Act has been given.

Now, therefore, in exercise of the powers conferred by the said sub-section (1) of section 7 of the said Act, the Central Government hereby specifies a further period of one year commencing from the 22nd August, 1989 as the period within which the Central Government may give notice of its intention to acquire the said lands or any rights in or over such lands.

THE SCHEDULE

ADASA BLOCK

NAGPUR AREA

DISTRICT NAGPUR (MAHARASHTRA)

Serial number	Name of village	Patwari circle number	Tehsil	District	Area in hectares	Remarks
1.	Kotodi	30	Saoner	Nagpur	282.87	Part
2.	Yerandgaron	30	Saoner	Nagpur	328.10	Full
3.	Brahmpuri	30	Saoner	Nagpur	205.05	Full
(1)	(2)	(3)	(4)	(5)	(6)	(7)
4.	Sonpur	31	Saoner	Nagpur	387.00	Full
5.	Adasa	31	Kalmeshwar	Nagpur	331.70	Part
6.	Kusambi	32	Saoner	Nagpur	413.69	Full
7.	Pandharkheri	33	Saoner	Nagpur	299.01	Full
8.	Patkakheri	33	Kalmeshwar	Nagpur	9.97	Part
Total :					2257.39 hectares (approximately)	
					OR	
					5575.75 acres (approximately)	

Boundary description :

- A—B Line starts from point 'A' and passes along the outer boundary of villages Adasa, Sonpur, Brahmpuri, Yerandgaon, Kusambi and meets at point 'B'.
- B—C—P—O Line passes along the outer boundary of villages Kusambi, Pandharkheri, then proceeds through villages Patkakheri, Kotodi, Adasa and meets at point 'O'.
- O—A Line passes along the the outer boundary of village Adasa and meets at starting point 'A'.

[No. 43015/8/87-CA/LSW]

B.B. RAO, Under Secy.

(विद्युत विभाग)

नई दिल्ली, 12 जून, 1989

का.प्र. 1921:—केन्द्रीय सरकार राजभाषा (सब के सरकारी प्रयोजनों के लिए) प्रयोग नियम 1976 के नियम 10 के उपनियम (4) के अनुसरण में, ऊर्जा मंत्रालय (विद्युत विभाग) के निम्नलिखित कार्यालयों को जिसके कर्मचारी समूह ने हिन्दी का कार्यसाधक ज्ञान प्राप्त कर लिया है, एनर्जिया अधिसूचित करती है:

उत्तरी क्षेत्र

1. नेशनल प्रोजेक्ट्स कन्स्ट्रक्शन कारपोरेशन लि.,
टनकपुर पावर हाऊस यूनिट,
बनबसा पो. चांदनी-262310,
जिला—नैनीताल (उ.प्र.)
2. नेशनल प्रोजेक्ट्स कारपोरेशन लि.,
नेवीशेन लॉक प्रोजेक्ट्स यूनिट,
पो.प्रो. सोपौर-193201, बरामुला (जम्मू व कश्मीर)
3. नेशनल प्रोजेक्ट्स कन्स्ट्रक्शन कारपोरेशन लि.,
मनेरिबहली यूनिट, पो.प्रो.-धरासू,
जिला—उत्तरकाशी (उ.प्र.)
4. नेशनल प्रोजेक्ट्स कन्स्ट्रक्शन कारपोरेशन लि.,
उत्तरी क्षेत्र कार्यालय, 136, सेक्टर-16-ए,
फरीदाबाद (हरियाणा)
5. नेशनल प्रोजेक्ट्स कन्स्ट्रक्शन कारपोरेशन लि.,
बांसवाड़ा पावर हाऊस यूनिट,
पो.प्रो.—बांसवाड़ा-327001 (राजस्थान)
6. नेशनल प्रोजेक्ट्स कन्स्ट्रक्शन कारपोरेशन लि.,
बाणसागर यूनिट, पोस्ट बाँक्स नं.-51,
रीवा (मध्य प्रदेश)
7. नेशनल प्रोजेक्ट्स कन्स्ट्रक्शन कारपोरेशन लि.,
इरुयू सी एन रीजनल स्टोर्स यूनिट,
प्लॉट नं. के-27 प्रथम तल, भारत नगर, नागपुर-440001

उत्तर मध्य क्षेत्र

8. नेशनल प्रोजेक्ट्स कन्स्ट्रक्शन कारपोरेशन लि.,
अनपारा थर्मल पावर स्टेशन यूनिट,
पो.प्रो.—अनपारा, जिला—मिर्जापुर-231225 (उ.प्र.)
9. नेशनल प्रोजेक्ट्स कन्स्ट्रक्शन लि.,
देहरी ऑन-सोन यूनिट, तार बंगला, देहरी ऑन-सोन,
जिला—रोहतास-821307 (बिहार)

दक्षिणी क्षेत्र द्वितीय

10. नेशनल प्रोजेक्ट्स कन्स्ट्रक्शन कारपोरेशन लि.,
फूड कारपोरेशन ऑफ इण्डिया यूनिट, चेरलपल्ली,
एफ.सी.आई. कॉम्प्लेक्स, पो.प्रो.-एच.सी.एल.,
[जिला—रंगारेड्डी-5000762 (आंध्र प्रदेश)]
11. नेशनल प्रोजेक्ट्स कन्स्ट्रक्शन कारपोरेशन लि.,
लोथर परिवार पावर हाऊस यूनिट,
हार्डीज जंक्शन, कोथामंगलम, जिला—एर्नाकुलम,
(केरल)-686691
12. नेशनल प्रोजेक्ट्स कन्स्ट्रक्शन कारपोरेशन लि.,
लोथर परिवार पावर हाऊस यूनिट,
हार्डीज जंक्शन, कोथामंगलम-686691,
जिला—एर्नाकुलम, (केरल)

दक्षिणी क्षेत्र-प्रथम

13. नेशनल प्रोजेक्ट्स कन्स्ट्रक्शन कारपोरेशन लिमिटेड,
इंद्रावती मुरान डैम यूनिट,
पो.प्रो.—कोथरगुडा
द्वितीय ए-बी, मिगपुर
जिला—कोयटूर-764057, (उड़ीसा)
14. नेशनल प्रोजेक्ट्स कन्स्ट्रक्शन कारपोरेशन लि.,
विजाग बक्स यूनिट,
12/48, पम्पुलुगुडी मीडा
ओल्ड गाजुवाका, विशाखापत्तनम्,
(आंध्र प्रदेश)-530036

[सं. 11017/11/88-हिंदी]

प्रेम नारायण ठाकुर, उप सचिव

(Department of Power)

New Delhi, the 12th June, 1989

S.O. 1921.—In pursuance of Sub Rule (4) of Rule 10 of the Union Rule 1976 the Central Government hereby notifies the following offices of Ministry of Energy (Department of Power) the staff whereof have acquired a working knowledge of Hindi :—

NORTHERN REGION

1. National Projects Construction Corporation Ltd.,
Tanakpur Power House Unit, Banbasa, P. O.
Chandani, Distt. Nainital-262310 (U.P.).
2. National Projects Construction Corporation Ltd.,
Navigation Lock Project Unit, P.O. Sopore-193201,
Baramulla (J&K).
3. National Projects Construction Corporation Ltd.,
Maneribhali Unit, P.O. Dharasu, Distt. Uttarakashi-
249134 (U.P.).
4. National Projects Construction Corporation Ltd.,
Northern Region Office, 135, Sector-16/A, Faridabad
(Haryana).
5. National Projects Construction Corporation Ltd.,
Banswara Power House Unit, P.O. Banswara-
327001 (Rajasthan).
6. National Projects Construction Corporation Ltd.,
Bansagar Unit, P.O. 51, Rewa (Madhya Pradesh).
7. National Projects Construction Corporation Ltd.,
W.C.L. Regional Stores Unit, Plot No. K-27, 1st
floor, Bharat Nagar, Nagpur-440001.

NORTH-CENTRAL REGION

8. National Projects Construction Corporation Ltd.,
Anpara Thermal Power Station Unit, P.O. Anpara,
Distt. Mirzapur-231225 (U.P.).
9. National Projects Construction Corporation Ltd.,
Dehri on Sone Unit, Tar Bangla, Dehri On Sone,
Distt. Rohtas-821307 (Bihar).

SOUTHERN REGION-II

10. National Projects Construction Corporation Ltd.,
Food Corporation of India Unit, Cherallapalli, F.C.I.
Complex, P.O. HCL, Distt. Rangareddy, Pin-
500762 (A.P.).
11. National Projects Construction Corporation Ltd.,
L.P.P. House Unit, High Range Junction, Kothamangalam-686691, Distt. Ernakulam (Kerala).

12. National Projects Construction Corporation Ltd., L.P.P. Dam Unit, High Range Junction, Kothamangalam-686691, Distt. Ernakulam (Kerala).

SOUTHERN REGION

13. National Projects Construction Corporation Ltd., Indravati Muran Dam Unit, P.O. Kathaguda, Hind A.B., Singpur, Distt. Koraput-764057 (Orissa).
14. National Projects Construction Corporation Ltd., Vizag Works Unit, 12048, Pantulugari Meda, Old Gajuwaka, Vishakapatnam-530026 (Andhra Pradesh).

[No. 11017/11/88-Hindi]

P. N. THAKUR, Dy. Secy.

अभ्यन्तर

नई दिल्ली, 26 जुलाई, 1989

का.आ. 1922—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अन्वये, में, केन्द्रीय सरकार स्टेट बैंक आफ त्रावणकोर (कालीकट) के प्रबंधन से संबद्ध नियोजकों और उनके कामकाजों के बीच, अनुबन्ध में निम्नलिखित औद्योगिक विवाद में लेबर कोर्ट काजी कोर्ट के पक्षों को प्रकाशित करती है, जो केन्द्रीय सरकार का 21-7-89 का प्राप्त हुआ था।

MINISTRY OF LABOUR

New Delhi, the 26th July, 1989

S.O. 1922.—In pursuance of section 17 of the Industrial Disputes Act, 1947 (14 of 1947) the Central Government hereby publishes the following award of the Labour Court Kozhikode as shown in the Annexure in the industrial dispute between the employers in relation to the management of State Bank of Travancore (Calicut) and their workmen, which was received by the Central Government on 21-7-89.

ANNEXURE

IN THE LABOUR COURT, KOZHICODE, KERALA STATE

Dated this the 15th day of June, 1989

I.D. No. 70/88

BETWEEN

The Regional Manager,
State Bank of Travancore,
Zonal Office, P.B. No. 25,
Calicut-1.

—Management.

AND

Sri Madhudarsanarajan,
Kunnath House,
Varavoor P.O.,
(Vadakkancherry),
Trichur Kerala.

—Workman.

Representations:—

Sri K. P. Damodaran Nambiar,
Advocate, Calicut.
Sri E. K. Radhakrishnan,
Advocate, Trichur.

—For Management

—For Workman

AWARD

The Government of India, Ministry of Labour vide order No. 1-12012(116) 88-D.III(A) dated 10th November 1988 in exercise of the powers conferred by clause (d) of sub-section (1) of Section 10 of the Industrial Disputes Act, 1947 has referred the industrial dispute between the employers in relation to the management of State Bank of Travancore and their workmen in respect of the dismissal of Sri Madhudarsanarajan, Peon of Trichur Branch w.e.f. 5-7-1988 for adjudication to this court. The issue referred is "Whether the action of the management of State Bank of Travancore in dismissing Sri Madhudarsanarajan, Peon of Trichur Branch w.e.f. 5-7-1988 is justified? If not, to what relief the workman concerned is entitled?" In response to the summons issued

from this court the management and the workman appeared and filed their statements. The workman has filed two statements.

2. The material averments in the statements submitted by the workman Madhudarsanarajan can be briefly stated as follows: The workman was working as a Peon in the State Bank of Travancore, Trichur Main Branch. The workman was served with a charge-sheet alleging that he assisted two outsiders to open a Savings Bank Account in fictitious name that he enabled them to forge the signature of Smt. P. K. Prabhavathy, an account holder for that purpose, that he altered the figure 1000 written under the deposit column and balance column in the Savings Bank Account No. 6373 opened by the aforesaid person by prefixing the number 9 to the figure 1000 with a view to facilitate fraudulent withdrawals of Rs. 25000 on 24-1-1983 and Rs. 56000 on 25-1-1983 thereby causing a loss of Rs. 80000 to the bank and that out of the illegal gains obtained by him in the aforesaid manner he closed three loans and lent money to 5 persons and that with a view to destroy the evidence of the falsification of the account book he destroyed voucher for the remittance of Rs. 1000 in Account No. 6373 in the fictitious name and that he has committed misconduct under paragraph 19.5 (b) (d) (T) (I) of the Bipartite settlement of 1966 as amended till date rendering him liable for punishment under paragraph 19(6) thereof. He was also suspended from service from 9th March, 1983 onwards. The management appointed Sri M. Valsan the Palghat Branch Manager of the very same bank as an Enquiry Officer. The Enquiry Officer conducted the enquiry in a most partial manner and he did not give a fair and reasonable opportunity to the workman to prove his innocence. As the workman was not proficient in English he requested the Enquiry Officer to allow him to engage a lawyer. But he was not permitted to do so. Hence the enquiry conducted by Sri Valsan is improper and illegal. Though the management examined as many as 6 witnesses and marked several documents none of the charges has been proved by the evidence. There is absolutely no evidence to substantiate any of the charges. The Enquiry Officer has relying on the testimony of a sub-Inspector of Police who testified that the workman confessed of guilt to him has come to a finding that the workman is guilty of the charges. The evidence relied on by the Enquiry Officer is hit by section 25 and 26 of the Indian Evidence Act and there is absolutely no legal evidence to substantiate any one of the charges. The workman had no role in the opening of the account by two persons mentioned in the charge sheet nor has he falsified the account books. The averment that he destroyed a voucher to suppress evidence is also false. The persons in charges of granting loans and honouring cheques are the clerks and Accountant and they being the custodians of the documents are the persons responsible for any misappropriation or falsification of account. This workman has been made a scapegoat to save the real culprits. Though the alleged withdrawals of the amounts had taken place on 24-1-1983 and 25-1-1983 the charge-memo was served on the workman only on 4-9-1986. There is absolutely no explanation from the management for the inordinate delay. The Enquiry Officer has not considered the evidence of DWs 1 and 2. Hence as the findings of the Enquiry Officer are perverse and unsupported by any evidence the action taken by the management on the basis of the above findings is unjustifiable. Hence it is prayed that an award may be passed directing the management to reinstate the workman with full backwages, continuity of service and all other benefits.

3. The material averments in the statement filed on behalf of the management can be briefly stated as follows:—On 14-1-1983 an S. B. Account No. 6373 in the name of one P. K. Vijayan was opened in the Trichur Main Branch of the State Bank of Travancore on depositing a sum of Rs. 1000. A sum of Rs. 25000 was withdrawn from the deposit on 24-1-1983 and a further sum of Rs. 56000 was withdrawn on 25-1-1983. This was made possible by adding figure '9' before the figure 1000 in the S. B. Account Ledger so as to make it appear that there was Rs. 91000 to the credit of the account holder. At the time of balancing the monthly account this fraud was noticed on 22-2-1983. The matter was immediately reported to the local police who registered a case under section 420 I.P.C. and took up an investigation. The police arrested the dismissed employee on 28-2-1983 and considerable amounts were recovered from him.

on the basis of the information furnished by him to the police. He was placed under suspension with effect from 9-3-1983. The police seized the important documents in connection with the offence. Since all the records were in the custody of the police the management could not charge sheet the employee till 4-9-1986. The delinquent worker returned a copy of charge sheet with a few lines written in it by way of refuting the charges. As no proper explanation was forthcoming the bank decided to hold a domestic enquiry into the charges. Sri M. Valsan, Manager of the Palghat Branch of the Bank was appointed as Enquiry Officer and he conducted the enquiry giving the delinquent fair and reasonable opportunity to participate in the proceedings effectively. The worker cross-examined all the 6 witnesses examined on the side of the management at length and he examined witnesses on his side also. After considering the evidence oral and documentary the Enquiry Officer submitted his report finding the workman guilty of the charges. The Police case is still pending trial as C.C. 50/88 before the C.J.M. Court, Trichur. As the misconduct proved were very grave in nature the management dismissed the workman. The averments in the statement filed by the workman that the enquiry has not been properly held has no basis. The delinquent did not make any specific request for permission to engage a lawyer. When he was asked whether he had got any representative or absever to assist him at the enquiry he said that he would defend himself. Therefore his contention that the enquiry is invalid is untenable. The contention of the employee that the findings of the Enquiry Officer are unsupported by evidence is also not sustainable. In case it is found that the enquiry held is invalid the management may be given an opportunity to adduce fresh evidence to substantiate the charges. Since the enquiry has been properly and validly held and as the workman has been dismissed or proved misconduct which is grave in nature it is prayed that an award may be passed upholding the action taken by the management.

4. As the counsels on either side submitted that the issue "Whether the domestic enquiry held by the Enquiry Officer, M. Valsan is legal, proper and valid" may be heard and decided as a preliminary issue, after examination of MW1 and WW1 and marking Ext. M1 to M5 I heard the counsels on either side. On the preliminary issue, By my order dated 17th April, 1989 I held that the domestic enquiry has been validly and properly held.

5. The issues that arise for consideration now are :

- (1) Whether the finding of the Enquiry Officer that the workman Madhudarsanarajan is guilty is not supported by legal evidence.
- (2) Whether the action of the management of State Bank of Travancore in dismissing Sri Madhudarsanarajan, Peon Trichur Branch w.e.f. 5-7-1988 is justified? If not what is the relief to which the worker concerned is entitled?

6. Issue No. 1—The charges contained in the charge sheet against the workman Madhudarsanarajan were as follows:—

(i) You assisted two outsiders Sri P. D. Babu, Pallipurathu House, Moorkanikkara, Trichur and Sri P. D. Xavier, in opening the Savings Bank Account No. 6373 with our Trichur (Main) Branch on 14-1-1983 by the former under fictitious name and address namely Sri P. K. Vijayan Plassery House, Olur, Trichur with an initial deposit of Rs. 1000. You also enabled the outsiders to forge the signature of Smt. P. K. Prabhavathy, account holder of the S. B. Account No. 6299 in the introduction column on the account opening form submitted by the said Sri P. D. Babu to give a fraudulent impression that the account holder of S. B. Account No. 6299, viz. Smt. Prabhavathy.

(ii) You fraudulently altered the figure '1000' written under "deposit" column "balance" column in the savings Bank Account No. 6373 opened as aforesaid in the fictitious name of Sri P. K. Vijayan by prefixing the number '9' to '1000' causing it to appear as '91000' with a few to facilitating

fraudulent withdrawals of Rs. 25000 on 24-1-1983 and Rs. 56000 on 25-1-1983 thereby exposing the bank to monetary loss of Rs. 80,000.

(iii) Out of the illegal gains obtained by you by defrauding the bank as narrated in sub-para (i) & (ii) above, you closed the following 3 loan accounts spending in aggregate Rs. 5,513.

Number of loan account and branch	Limit	In the name of	Amount remitted for closing
(i) AGL 62/82 Trichur,	Rs. 1700/-	M. Madhu	Rs. 1832.00
(ii) AGL 452/82 Trichur ADB	Rs. 1400/-	K. P. Jacob	Rs. 1516.00 1516.00
(iii) AGL 453/82 Trichur ABD	Rs. 2000/-	Madhudarsanarajan	Rs. 2165.00
Total			Rs. 5513.00

Further you lent to the following members of staff attached to Trichur Main Branch a total amount of Rs. 3325.

Sl. No.	Name of the official	Designation	Amount lent
			Rs.
(i)	Smt. K. Droupathy	Officer	m1,575.00
(ii)	Sri, Unnikrishnan, M.	Head Clerk	200.00
(iii)	Sri P. Madhavan Nair	Bill Collector	350.00
(iv)	Sri R. Sathyaseelan	Peon	300.00
(v)	Sri. K. M. Venu	Part-time Sweeper	900.00
Total			Rs. 3,325.00

(iv) Further you fraudulently removed the records of the branch and destroyed the voucher representing the initial remittance of Rs. 1000 made for opening the fictitious account mentioned above, with a view to destroying evidence of your fraudulent acts".

2. The aforesaid circumstances and facts would show that you have committed gross misconduct under para 19.5 (b) (d)-(T) and (I) of the Bipartite Settlement of 1966 as amended till date rendering you liable for punishment under para 19(6) thereof". To substantiate these charges against the workman the management examined 6 witnesses and marked Exts. PEX 1 to PEX 12. In defends the delinquent workman got himself examined two other witnesses on his side, Exts DEX 1 and 2 were marked. On an appreciation of this evidence adduced before him the Enquiry Officer found the charge 1(i) partly proved and the other charges wholly proved. The learned counsel for the workman argued that there is absolutely no evidence to substantiate the findings of the Enquiry Officer on any of the charges and that whatever evidence relied on by the Enquiry Officer to come to a conclusion that the workman is guilty is hit by section 25 and 26 of the Indian Evidence Act and that therefore it has to be found that the findings of the Enquiry Officer are absolutely perverse. Charge No. 1 (i) is that the workman assisted two outsiders Sri P. D. Babu and P. D. Xavier in opening a S. B. Account in the Trichur Main Branch of the Bank under a fictitious name and address as P. K. Vijayan, Plassery House, Olur, Trichur with an initial deposit of Rs. 1000 enabling the outsiders to forge the signature of P. K. Prabhavathy an account-holder in the introduction column of the application for opening the account. Regarding this charge there is absolutely no evidence at all.

P.W.1, Droupathy, an Officer of the bank has sworn that a fraud was committed in regard to an account in the Trichur Main Branch of the bank altering the figures 1000 to 91000 that police registered a case and that she had borrowed a sum of Rs. 1575 in first week of February, 1983 from the delinquent worker Madhudarsanarajan who was working as a Peon in that branch. This witness has not spoken to any thing about the role of the delinquent in assisting anybody to open an account under an assumed name or that he helped anybody to forge the signature of Prabhavathy. PWs 2 to 4 and 6 also have not given any evidence on this aspect. PW5 who was working as Principal Sub-Inspector of Police, Trichur Town (East) has registered a case on receipt of a complaint lodged by a Balakrishna Iyer, the Branch Manager of State Bank of Travancore, Trichur alleging that one Mr. Plassory Vijayan open a S.B. Account No. 6373 in his bank and that by inserting a number 9 before the figure 1000 had withdrawn a sum of Rs. 91000 cheating the bank and falsifying the records. This witness has sworn that during investigation feeling that the entire transaction would have been perpetrated with the help of an insider he verified the past conduct of the SBT staff and that his suspicion was concentrated on Madhudarsanarajan for he was learnt to have closed one gold loan from the branch S.B.T. Agricultural Division after the incident. The previous conduct of Madhudarsanarajan in regard to correction in his account at the same bank of Rs. 1230 to 9230 also fortified his suspicion. Then he has sworn that he arrested Madhudarsanarajan and recorded his confession statement, photostat copy of which is marked as Ext. PEX-6(2) and recovered some money allegedly pursuant to the information furnished by him in the confession statement. Preparing a Mahassar, photostat copy of which is marked as Ext. PEX 6(1). The statement of the Madhudarsanarajan which led to the recovery of the property has not been specifically marked. So as contended by the learned counsel for the delinquent the confession statement alleged to have been made by the delinquent cannot be proved against him by virtue of the prohibition contained in section 26 of the Indian Evidence Act. Carefully going through the evidence I find that there is absolutely no evidence to connect the delinquent with the opening of the account in the name P. K. Vijayan or the forging of the signature of Prabhavathy. It seems the Enquiry Officer also, is convinced that there is no evidence to connect the delinquent with the opening of the account or the forgery. In his finding on charge No. 1 the Enquiry Officer has stated that there is no evidence to prove the charge. The Enquiry Officer has observed as follows: "No doubt the CSE had access to the records of specimen signatures but that is not sufficient to prove this charge. However, taking into consideration the purpose to which the account was put to and the recovery of amounts/disclosure of gold loans closed/amounts lent to staff would be sufficient to conclude that the account was opened with the connivance of the CSE."

I would therefore conclude that charge 1(i) is partly proved. This conclusion of the Enquiry Officer is absolutely unwarranted from the evidence on record. Therefore I find that this finding is perverse.

7. Charge No. 1(ii) is that the workman fraudulently altered the figure 1000 in the deposit column in the S.B. Account No. 6373 opened in the name of P. K. Vijayan by prefixing '9' to 1000 causing it to appear as 9100 with a view to facilitate fraudulent withdrawals of Rs. 25000 on 24th January, 1983 and Rs. 56000 on 25th January, 1983. The Enquiry Officer has found the charge proved. It is worthwhile to extract the findings of the Enquiry Officer on this charge. "In respect of charge 1(ii) it can be safely assumed that the work of altering '1000' to '91000' could only have been an 'inside job'. But this could have been done by anyone who had access to the ledger. In any case the alteration has taken place after 14th January, 1983 or at least after the relative ledger was checked by the supervising official with the subsidiary. As to whether the CSE had done it again the only evidence produced is the statement by PW-5 that suspicion was concentrated on the CSE on observing his conduct over a period of time. There was a correction made in the CSE's personal Saving Bank Account where the amount was altered from 1230 to 9230. This surely is an indication that he might have been the person who had committed the present fraud."

There would have been no reason for anyone else to alter the entry of Rs. 1230 in the CSE's account to Rs. 9230. Though this is not a charge in the charge sheet as contended by the CSE it definitely points a finger at the character of the CSE and of his capability irrespective of his education levels. It is the alteration in the ledger from '1000' to '91000' that has facilitated the fraud being perpetrated.

I am therefore using the theory of probability to arrive at my conclusion that this charge is proved. This conclusion is further borne out by my findings to the remaining charges which follows".

A reading of the above finding is sufficient to find that the finding is based entirely on the assumptions and presumptions of the Enquiry Officer. Ext. PEX 7 is a photostat copy of the page in the ledger relating to the account No. 4552 of Madhudarsanarajan. The PW-5 the S.I. of Police has sworn that he had occasioned to see the ledger and note that in the deposit column Rs. 1230 was altered to Rs. 9230 and that this fortified his suspicion about Madhudarsanarajan. The Enquiry Officer has also concluded that if Madhudarsanarajan had been capable of falsifying the accounts once on the theory of probability it must have been he himself who has falsified the accounts in this case, by prefixing 9 to 1000 making the figure to appear 91000. First of all it is not clear from Ext. PEX. 7 that there has been a correction of 1230 to 9230 with an intention of cheating the bank or that it was done by the delinquent. It is seen that a figure is scored and above it 1230 is written legibly. Whether it was scored and written by the clerk who wrote the account itself or not one cannot say. Sri Madhudarsanarajan was not called upon to answer a charge that he altered 1230 to 9230 in his account. So there is absolutely no basis for the presumption of the Enquiry Officer that it must have been Madhudarsanarajan who had altered the number in the original of Ext. PEX. 7. Therefore there is no basis for his further assumption that the charge is proved basing on the theory of probabilities. The observation of the Enquiry Officer that this conclusion is further born out by his findings on the remaining charges is also baseless. The photostat copy of the ledger sheet showing transactions in account No. 6373 has been marked as Ext. PEX. 2. The Enquiry Officer has not made any reference to this document. In the deposit column 91000 and in the balance column also 91000 are seen recorded. From the photostat copy it is not possible to find out whether there is any difference in the ink between '1000' and so called prefix '9' or whether there is any difference in the handwriting. There is absolutely no evidence as to who has written this figure 91000. None of the witnesses examined on the side of the management has given any evidence to connect the delinquent with the alteration of the figure 1000 to 91000. The ledger in a bank would in the custody of clerical and managerial staff and unless there is clear evidence to show that the workman had occasion to handle the ledger and that he had falsified the entries therein it is impossible to conclude on the basis of some assumptions that the worker would have done so. The fact that certain amounts were recovered from persons who had allegedly taken loans from the delinquent workman or that the workman has closed some loans may probably be a circumstance creating some suspicion as to how the delinquent came to possess such huge amounts. The delinquent has given explanation that his father-in-law had given him money. DWs 1 and 2 have given evidence. Whether the explanation of the delinquent or the testimonies of the witnesses examined on the side of the witnesses are convincing or not that will not absolve the management from its burden of proving that the delinquent had committed the misconduct. Suspicion, however, strong cannot take the place of proof. More possession of money even if unexplained cannot be itself prove the guilt of the delinquent. Therefore, I find that the finding of the Enquiry Officer that this charge has been proved is absolutely perverse.

8. The charge next importance is the charge No 1.(iv). This charge is that the delinquent fraudulently removed from the records of the branch and destroyed the voucher representing the initial remittance of Rs. 1000 made for opening the fictitious account with a view to destroy evidence of fraud. None of the witnesses examined on the side of the management has seen the delinquent removing the deposit receipt. The initial deposit receipt is said to be of Rs. 1000. Even to prove that it was for Rs. 1000 apart from the testimony of PW-1 there is no other evidence. PW-4 who was

running a canteen at the Trichur Main Branch of the State Bank of Travancore during the period between December 1982 and February 1983 has sworn that during that period the delinquent Madhudarsanarajan was daftary in that branch of the State Bank of Travancore and that normally it was daftary who sat in the room and attended to filing and stitching of vouchers. On the basis of this evidence the Enquiry Officer has concluded that it must have been the delinquent worker who caused the disappearance of the voucher. From the testimony of PW-4 and from the fact that the delinquent has admitted that he was working as daftary the Enquiry Officer has drawn three presumptions as follows :—

- (a) Vouchers may be missing during the normal course of daily transactions in the Bank but once a voucher is seen available at the time of checking of the subsidiary by a supervisory official it is unlikely to be missing later as the whole set of vouchers kept inside a subsidiary goes for the process of being tied up.
- (b) In this case there are marks of checking both in the subsidiary and the ledger (more so the ledger, which is marked as exhibit PEX 2) of the relative credit of Rs. 1,000 and it is quite clear that the voucher was available at the time of checking.
- (c) The vouchers after checking would go to the Daftary (the CSB in the present instance). It can therefore, be safely assumed that the voucher had disappeared while it was in the custody of the CSE".

There is absolutely no basis for the presumption. Nobody has given any evidence as to at what time the deposit receipt actually disappeared. PW-1 has sworn that in the subsidiary the amount a deposit of deposit shown was Rs. 1000 and that in the ledger the amount was found altered to Rs. 91000 there being a difference of Rs. 90000. But this subsidiary has not been produced in evidence to show that the initial deposit shown there was Rs. 1000. What happened to this subsidiary? It is difficult to think that before honouring a cheque and especially a cheque for amount like Rs. 25000 and Rs. 56000 the clerk concerned would not scrutinize the ledger, the subsidiary and the deposit receipts. PW-1 has sworn that while balancing in February the difference between the entries in the ledger and the subsidiary in account No. 6373 was found out and that there was difference in the ink in which '9' was written in the figure 91000 in the ledger original of Ext. PEX. 2. If that be true it is impossible to think that before honouring the cheques the staff concerned would not have cared to verify the subsidiary and the deposit receipts. So one would wonder as to how such a huge amount happened to be disbursed on the basis of two cheques issued by an account holder who started the account only few days prior to the issuance of the cheques. If there has been an alteration in the ledger and withdrawal of larger amounts than deposited it is true that it would have been done with inside help as observed by the Enquiry Officer and also as suspected by the PW-5. But which 'insider' helped remains a mystery. Assumptions made by the Enquiry Officer are not sufficient to pin the delinquent with the offence. Therefore I find that there is no basis for the finding of the Enquiry Officer that the delinquent workman is guilty of this charge.

9. The next charge 1(iii) is that out of the illegal gains obtained by defrauding the bank as narrated in charges 1(i) and 1(ii) the delinquent workman closed three loan accounts and lent a sum of Rs. 3325 in different moities to 5 persons by name (1) Drounathy, (2) M. Unnikrishnan (3) Madhavan Nair, (4) Sathvaseelan and K. M. Venn. The delinquent has admitted that he has closed the loans. Though regarding the amounts lent to 5 persons there is no specific case for the workman and even assuming that those loans were really advanced by the workman it is not possible to come to a finding that he has done all these out of the funds obtained by cheating the bank as mentioned in charges 1(i) and 1(ii). It is possible that the delinquent was provided with funds by his uncle and brother-in-law as spoken to by witnesses DWs 2 and 3. The mere fact that the delinquent had come to deal with money amounting to above 20000 it cannot be safely and conclusively held that this money was obtained by him by playing a fraud on the bank unless the fact that he has played a fraud is established. So I find that the find-

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ing of the Enquiry Officer on this charge also is perverse and unsupported by any evidence at all. Therefore on a careful and anxious consideration of the entire evidence in this case I am convinced that the conclusions arrived at by the Enquiry Officer that the workman is guilty of the charges are all absolutely perverse and unsupported by any evidence at all. The issue is therefore answered in favour of the workman.

10. Issue No. 2.—The workman Madhudarsanarajan was dismissed by the management accepting the findings of the Enquiry Officer that he is guilty of the charges. I have found that the finding of the Enquiry Officer that he is guilty is perverse and unsupported by any evidence. Therefore it has to be held that the management did not succeed in making out that the workman is guilty of any of the charges. Hence the action of the management in dismissing the workman on the basis of the finding of the Enquiry Officer has to be held to be unjustified. I do so. Since the workman had been dismissed from service unjustifiably I find that he is entitled to be reinstated into service with full back wages continuity of service and all other benefits. The issue is therefore answered in favour of the workman.

11. In the result an award is passed holding that the action of the management of the State Bank of Travancore in dismissing Sri Madhudarsanarajan, Peon of Trichur Branch w.e.f. 5th July, 1988 is unjustified and illegal and that he is entitled to be reinstated with full back wages, continuity of service and all other benefits.

12. This award will come into force 30 days after its publication in the Official Gazette.

Dictated to the Confidential Assistant, transcribed by him, revised, corrected and passed by me on the 15th day of June, 1989.

A. V. HARIDASAN, Presiding Officer
[No. L-12012/116/88-D. III(A)]

APPENDIX

Witnesses examined on the side of the Workman :
WW1—Madhudarsanarajan.

Witnesses examined on the side of the Management :
MW1—M. Valson.

Documents marked on the side of the Workman :
NIL.

Documents marked on the side of the Management :

Ext. M1—Enquiry Register.

Ext. M2—Enquiry Register.

Ext. M3—Enquiry Report.

Ext. M4—Copy of charge memo. dated 4th September, 1986.

Ext. M5—Reply dated 6th March, 1987 by the delinquent to the letter dated 27th February, 1987.

नई दिल्ली, 27 जुलाई, 1989

का.प्र. 1923 — औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में केन्द्रीय सरकार भारतीय स्टेट बैंक मद्रास के प्रबंधक के संबद्ध नियोजकों और उनके कर्मचारों के बीच, अनुबंध में निविष्ट औद्योगिक विवाद में औद्योगिक अधिकरण, तमिलनाडु मद्रास के पंचपट को प्रकाशित करती है, जो केन्द्रीय सरकार को 24-7-89 को प्राप्त हुआ था।

New Delhi, the 27th July, 1989

S.O. 1923.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947) the Central Government hereby publishes the following award of the Industrial Tribunal Tamil Nadu-Madras as shown in the Annexure in the

industrial dispute between the employers in relation to the management of State Bank of India Madras and their workmen which was received by the Central Government on 24-7-1989.

ANNEXURE

BEFORE THE INDUSTRIAL TRIBUNAL, TAMILNADU MADRAS

Thursday, the 18th day of May, 1989

Industrial Dispute No. 37 of 86

(In the matter of the dispute for adjudication under Section 10(1)(d) of the Industrial Disputes Act, 1947 between the workmen and the Management of State Bank of India, Madras).

BETWEEN

The Workmen represented by :

The General Secretary, State Bank Workmen Staff Union,
62-A, Gengu Reddy Street, Egmore, Madras-600008.

AND

The Chief General Manager, State Bank of India, Local
Head Office, 21, Rajaji Salai, Madras-600001.

REFERENCE :

Order No. L-12011/74/85-D.II (A), dated 26-5-86 of
the Ministry of Labour, Government of India, New
Delhi.

This dispute coming on for final hearing on Tuesday the 2nd day of May, 1989 upon perusing the reference, claim and counter statements and all other material papers on record and upon hearing the arguments of Thiruvallargal D. Murugesan, and P. Sankaran, Advocates appearing for the workmen and of Thiru T. S. Gopalan, Advocate for the Management, and this dispute having stood over till this day for consideration, this Tribunal made the following :

AWARD

This dispute between the workmen and the Management of State Bank of India, Madras arise out of a reference under Section 10(1)(d) of the Industrial Disputes Act, 1947 by the Government of India, in its Order No. L-12011/74/85-D.II (A), dated 26-5-86 of the Ministry of Labour for adjudication of the following issue.

"Whether the action of State Bank of India, Madras in relation to the Thousand Lights Branch in not absorbing Shri K. Thirumoorthy and Smt. Mary Luies, Comptists in permanent service of the Bank is justified ? If not, to what relief are the workmen concerned entitled ?"

2. The claim Petition averments are that Thiru K. Thirumoorthy and Smt. Mary Luies are Comptists and employed in the Respondent-Bank of Thousand Lights Branch. Thiru K. Thirumoorthy joined on 12-3-1981 and still continuing in the Bank services. Mrs. Mary who joined on 25-2-1981 and subsequently left the service on 21-3-1981 and rejoined on 2-10-1981 and continued to work till date. The Respondent has been paying the employees the salaries directly by way of cheque for nearly 11 months from the date of their joining. The employees were originally trained by one M/s. P. N. Ganesan and Company and they were sent for the purpose of permanent employment in the State Bank of India. The said P. N. Ganesan and Company while sending them to State Bank of India, also sent an introduction card wherein it has been stated "the Operator is not our employee and he becomes employee of the bank so long he is retained." The two employees have worked for more than 240 days in a continuous period of one year. Hence they are entitled to permanent service. The employees have been continuously worked from 1981 till date and they have been asked to do various works including other clerical work of the Bank. The Respondent is therefore bound to absorb the employees permanent in the Bank service. Hence the application for claim.

3. The Respondent in its counter statement states that the issue is not an Industrial Dispute under Section 2-A of the I. D. Act. In order to raise a collective dispute under Section 2-K of the Industrial Disputes Act over the cause of Shri K. Thirumoorthy and Smt. Mary Luies, a substantial section of the workmen of the Respondent Bank should have been taken up their cause and authorised the Petitioner-Union to raise an Industrial Dispute. The Petitioner Union was not authorised by substantial section of its workmen to raise the case of Shri K. Thirumoorthy and Smt. Mary Luies. The petitioner Union is put to strict proof of its representative character. The order of reference proceeds on the footing of the two employees are not in the employment of the Respondent-Bank. Hence the reference is bad in law. The Respondent states that it has got various categories of employees and their service conditions are governed by Sastri Award, Desai Award and subsequently by other settlements. There is no such of employee known as Comptists and the respondent has not acquired any comptometer for its use in the discharge of its function. In February, 1981, the Thousand Lights Branch of the Respondent Bank was authorised by the Government of Tamil Nadu to act as a collecting Bank for cheques for payment of sales tax due to Tamil Nadu Government in the North/South Division of City. This assignment of the Government of Tamil Nadu may be continued only at the discretion of the Government. When the volume of work was so much, the Respondent, felt that this work could be more conveniently dealt with by hiring a comptometer and their personnel for operating the machines. M/s. P. N. Ganesan and Company are the dealers for Comptometers and they let out their machines on hire to various business houses and also depute personnel trained by them in the operation of comptometer to operate the machines for their clients. The Respondent bank entered into an arrangement with M/s. P. N. Ganesan and Company for hiring of two comptometers and as part of the arrangement they also deputed two persons, namely Thirumoorthy and Smt. Mary Luies. The said P. N. Ganesan and Company used to prescribe the rate of charges for the machines hired and also for the service of the personnel deputed by them. The Respondent had little voice in the matter of choosing its personnel for operating the machines. Thiru K. Thirumoorthy and Smt. Mary Luies were at no time selected and employed by the Respondent-Bank nor were they subjected to any control or supervision by the Bank officials. The Bank has to make its recruitment through its duly constituted recruitment Board as per the normal prescribed by the Government. The Respondent Bank is not bound to use comptometers. The identity cards issued by M/s. P. N. Ganesan and Company may be to serve its purpose but certainly that is not binding on the Respondent Bank. Therefore the claim is liable to be dismissed.

4. The Petitioner in the reply statement states since there is bona fide dispute exist on behalf of the two workmen, the matter has been referred to this Tribunal. The Respondent has not challenged the said reference regarding its maintainability but has chosen to challenge the same before the Tribunal. Hence it cannot be done at this stage. The two employees were only trainees of M/s. P. N. Ganesan and Company and they never worked as employees of the said company. It is incorrect to state that the employees were also sent by the Petitioner to operate the Comptometer and they were under the control of M/s. P. N. Ganesan and Co.. Though the Respondent Bank hired the comptometer, the employees were employed by the Bank. Even now they are working as employees of the Bank. The two employees were also asked to perform number of jobs, preparing outward clearing schedule for the Bank cheques, preparing Government credit scrolls and payment scrolls, receiving challans, counting and verification of stamps on cheques, number and endorsements of challans etc. The Comptometer was returned by the Bank to M/s. P. N. Ganesan and Co. during 1985 and subsequently hired two adding machines and the two employees were asked to handle the adding machines along with other clerical employees. Therefore the Petitioner's claim may be allowed.

5. The points for determination are (i) whether Thiru K. Thirumoorthy and Smt. Mary Luies, Comptists are to be absorbed in permanent service of the Bank ? (ii) To what relief ?

6. WW-1 and MW-1 were examined on behalf of the workmen and Management respectively. Ex. W-1 to W-4 and M-1 were marked on either side.

7. The learned counsel for the Respondent contended that the dispute referred to herein cannot partake the character of Industrial Dispute. It is also urged by him that the Petitioner-Union is not competent to raise the dispute in the absence of substantial section of workmen of the Respondent Bank having not taken up their cause and authorised the Petitioner Union to raise an industrial dispute. On this ground the Respondent attacked the very same reference itself as bad in law and there cannot be any valid adjudication. In this connection, the learned counsel for the Respondent referred to various decisions and contended that the law has been settled and the reference itself is not valid, since the Petitioner-Union is not authorised by a substantial members of the Union. The first decision is 1957-I-L.L.J. page 27 (C. P. Transport Services Ltd., vs. R. G. Patwardhan), in that case it has been held by Supreme Court as follows :

"A dispute between an employer and a single employee cannot per se be an 'industrial dispute' within the meaning of Section 2(K) of the Industrial Disputes Act, but it might become one if it is taken up by the union or a number of workmen. In spite of Section 2(K) is wide enough to cover a dispute between an employer and a single employee, the scheme of the Industrial Disputes Act does appear to contemplate that the machinery provided therein should be set in motion, to settle only disputes which involve the rights of workmen as a class and that a dispute touching the individual rights of a workman was not intended to be the object of an adjudication under the Act, when the same has not been taken up by the Union or a number of workmen."

In 1962-I-L.L.J. page 409 at page 414 the Supreme Court again (Indian Cable Co., Ltd., Vs. its workmen) after elaborate discussion of the various decisions has held.

"that the policy behind the Industrial Disputes Act is to protect workmen as a class against unfair labour practices and not to enact special provisions for enforcing the claims of individual workmen. What imparts to the dispute of a workman the character of industrial dispute is that it affects the rights of the workmen as a class."

In 1962-II-L.L.J. page 93 (Visalakshi Mills, Ltd., Vs. Labour Court Madurai and another), Madras High Court, held,

"It is now well settled that an individual dispute in order to be an industrial dispute must have the collective support from a considerable or substantial number of workmen in the establishment. What a substantial or considerable section would be in a given case would, course, depend upon the particular facts. That an individual dispute is supported by other workmen will also have to be established either in the form of a resolution of a union of which the workmen may be members or of the workmen themselves, who support the dispute, or in any other manner. In the absence of an indication that there is a concerted understanding on the part of sizeable number of workmen of the establishment, the very basis of a collective bargaining would be wanting. The main object of the Industrial Disputes Act is to conserve and promote industrial peace. It is from that stand point the Act provides that when a number of workmen forming a substantial or considerable section of workmen working in an establishment, make a common cause with an aggrieved workman in respect of his demands, it should be settled by an adjudication. When there is no evidence of the workmen collectively acting and supporting the individual dispute, the Act obviously could have no application.

From the mere fact that a general union, at whose instance an industrial dispute concerning an individual workman is referred for adjudication, has on its rolls a few of the workmen in the establishment as its members, it could not be assumed the individual dispute was converted into a collective dispute. In such a case not only should it be proved that the workmen who are members of the general union

formed a substantial or a considerable section of the workmen of the particular mills, but also that in order to vest the dispute with the character of an industrial dispute, those members participated in or acted together and arrived at an understanding, either by a resolution or by other means, and collectively supported on the date of the reference the demand or the cause of an individual dispute."

1965-I-L.L.J. page 95 (Nellai Cotton Mills Vs. Labour Court) is also a decision of Madras High Court following the decision reported in 1962-II-L.L.J. page 93. In that case the dispute of the individual worker was taken up and referred to adjudication on the instruction of the general union of which some of the fellow workmen were members. The Labour Court did not consider the question as to how many fellow workmen actually espoused the cause of the concerned workmen by participating in the particular resolution of the Union. The Labour Court thus negated the contention of the management in this respect on the ground that out of 260 permanent workers in the establishment 86 were members of the Union and hence the Union, though it consisted of worker of other management had a right to take up the dispute of the concerned worker. This findings of the Tribunal was quashed by the High court and held :

"The Labour Court had not considered the material aspect of the issue as to how many fellow workmen in the establishment actually took up the dispute of the concerned workmen."

In 1973-II-L.L.J. page 241, the dispute referred to the Tribunal was regarding the abolition of contracts system of the employment. The Management contended that the dispute was not an Industrial Dispute within the meaning of Section 2(K), on the ground the dispute was not espoused by the Petitioners-workmen and hence the reference was incompetent. The Tribunal held that the majority of the employees of the Petitioner-company were interested in the dispute and were behind the dispute and therefore the reference was competent. The High Court after elaborate discussion on this aspect came to a conclusion that there was no sufficient evidence to uphold the conclusion of the Tribunal where the dispute had the support of substantial number of employees of the Petitioners-company and hence quashed the order of the Tribunal. A scrutiny of the facts in this decision shows that one set of evidence is that the working committee of the Union raised a dispute and subsequently general body passed a resolution ratifying the action; another set of evidence is the general body did not raise the action and that no general body meeting was held to raise a dispute and only 12 members of the executive committee participated the meeting. The evidence was not clear as how many members of the union raised the dispute. In that case the management mill had about 6000 workmen during relevant period. Considering the evidence in that case, the High Court came to the decision that the dispute should have the support of substantial number of employees of the Petitioner-company. These catina of decisions would lead to the irrefutable conclusion that to raise a dispute, substantial section of workmen of the Respondent-Company should have taken up their cause and authorised the Petitioner-union to raise an Industrial Dispute. In this aspect there is absolutely no evidence on the side of the Petitioner-Union. Even WW-1 has not spoken to this fact. Moreover, none of the office bearers of the Petitioner-Union entered the witness box and spoke to the fact that the Union has been authorised by the substantial members of the Union. Therefore as rightly pointed out by the learned counsel for the Respondent that there is no Industrial Dispute and hence there cannot be a valid reference. The learned counsel for the Petitioner-Union urged that the Respondent-Bank has not raised its objection in this regard before the conciliation officer and therefore the validity of reference cannot be questioned. This argument has no legs to stand. It is open to the Respondent to raise this objection before this Tribunal irrespective the fact whether he chose to raise the same before the conciliation officer or not. It is further contended by the learned counsel for the Petitioner that the affected person WW-1 has given evidence and hence the reference is valid. This argument also cannot hold good for the simple reason that the law has been unambiguously laid down in the above decisions that to raise an Industrial Dispute it should have been raised by substantial members of the Union by authorising the petitioner union.

8. The Petitioner-Union examined Thiru K. Thirumoorthy as WW-1. He would speak to the fact that he had training under M/s. P. N. Ganesan and Company and it is the bank appointed him over phone. He also produced W-1, the model application form addressed to M/s. P. N. Ganesan and Co., and also W-2 and W-3, identity cards for him and the other Smt. Mary Luies. According to him the bank was paying salary directly for one year by way of cheque and subsequently he has paid through M/s. P. N. Ganesan and Co. His further version is that when the comptometer was returned to the bank, he was working in the adding machine supplied by the M/s. P. N. Ganesan and Co., to the Bank. He would also refer to doing other work of the bank under the instruction of Section Officer the Branch Manager. According to him he was working from 1981 and he should be made as regular permanent employee. In the cross-examination he conceded that he appeared to the written examination once and failed to pass and hence he is seeking relief now to a regular job. It was also added by him that he had training for a period of five months under the P. N. Ganesan and Co. and the Ganesan and Co. had hired Comptometers in number of places. Notwithstanding that he would further add, the persons trained by the Ganesan and Company would alone be sent to those companies where machines have been hired by the Ganesan and Company. He also conceded that he was not given any appointment order by the Respondent-Bank or any memorandum or letter regarding his work. He would further add that whenever he went on leave he would not be paid salary and his name is not found in the attendance register. According to WW-1, though he was sent by the Ganesan and Company to the Respondent Bank to operate the Comptometer, he was not treated as an employee of the Bank. This fact is reinforced from his own evidence, namely, that there is no attendance register maintained for him; that whenever he goes on leave he would not be paid salary. Of course, he filed W-2 and W-3 identification cards relating to WW-1 and Mary Luies wherein it has been stated, by the Ganesan and Co., "the Operator is not our employee and when you engage him, he becomes your employee for the time he is retained by you". Much stress was laid in the argument of the Petitioner on the basis of this endorsement in the identity cards. He would vehemently contend that the Ganesan and Company has stated unambiguously that while sending these two employees to the Respondent-Bank were not employees of the Company. In this connection, it is significant to note that even according to WW-1 that he filed an application for enrolment for the Comptometer training class only to Ganesan and Company. There is no iota of evidence to prove that any occasion the comptists were treated as employees of the Respondent-Bank. It is relevant to note at this stage even according to WW-1 that they would not be paid salaries for the days they did not attend work. It is a strong piece of evidence, which would weigh against the case of the Petitioner. Except W-2, W-3 identification cards, no documents were placed before this Tribunal such as an appointment order of Respondent-Bank or any other communication to the employees from the bank. As rightly pointed out by the learned counsel for the Respondent except the interested testimony of WW-1 there are no materials placed before this Tribunal to prove that they are the employees of the Respondent Bank. On the other hand MW-1 the then Branch Manager of the Thousand Lights Branch of the Respondent would swear that the Ganesan and Company used to send the bill of hire charge of adding machine and also the salary of the operators. He would file M-1, form of bill dated 3-12-88 showing the hire charges of the machine as well as the operator salary for 25 days at Rs. 25 per day. It is further added that their names are not found in the attendance register or acquittance register and that apart they are not supervised by any officer of the Bank. Above all his evidence is to the effect that the recruitments are made by the recruitment board and it is the board that would allot the candidates to the banks and these two employees were not recruited by the board and allotted to this branch. He would add that the Respondent bank staff union has not raised this dispute.

9. It is next contended by the learned counsel for the Petitioner that the employees having completed 240 days of service during one year continuously, since 1981, they are entitled to be absorbed in this service. The reference is not relating to retrenchment of employees and therefore Section 25-B of the I. D. Act is attracted so as to hold that the employees were in continuous service as contemplated under

Section 25-B and hence they cannot be retrenched without following the conditions under Section 25-F. The employee were already working in the Respondent-Bank and this dispute related to only absorbing them. Further the Respondent contended that those employees were sent by Ganesan and Co., as per the contract and therefore they are not employees of the Respondent-Bank. In short, the contention of the learned counsel for the Respondent is that the application for 240 days does not arise in this case as there is no relationship of employer and employee. This contention cannot be brushed aside as having no force. Thus on a careful analysis of the evidence in this case would go to show that Thiru K. Thirumoorthy and Smt. Mary Luies, Comptists are not employees of the Respondent-Bank. Consequently the question of absorbing them in permanent service of the bank does not arise.

10. Viewed from any angle, the Petitioner-Union is not entitled to succeed. Hence this point is found against the petitioners.

11. Point (ii) : In the result the action of the Respondent Bank in not absorbing Thiru K. Thirumoorthy and Smt. Mary Luies, Comptists, in permanent service of the Respondent Bank is justified. The workmen are not entitled to any relief. The claim of the Petitioner-Union is rejected. An award is passed accordingly. No costs.

Dated, this 18th day of May, 1989.

WITNESSES EXAMINED

For workmen :
WW-1—Thiru K. Thirumoorthy,
For Management :
MW-1—Thiru S. Nagarajan.

DOCUMENTS MARKED

For Workmen :

- Ex. M-1 —Application form of P. N. Ganesan Company for enrolment in the Comptometer Training class.
- Ex. W-2/25-2-81—Service employment card of Miss T. Mary.
- Ex. W-3/12-3-81—Service employment, card of Thiru K. Thirumoorthy.
- Ex. W-4/18-2-85—Letter from State Bank of India to M/s. P. N. Ganesan and Sons, Madras regarding no-requirement of comptometers.

For Management :

- Ex. M-1/3-12-88—Form of bill showing the hire charges of the machine as well as the operator salary.

THIRU K. NATARAJAN, Industrial Tribunal

[No. L-12011/74/85-D.II (A)/D.III (A)]

P. V. SREEDHARAN, Desk Officer

नई दिल्ली, 26 जुलाई, 1989

का.आ. 1924—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार इण्डियन फार्मर फर्टिलाइजर्स कोऑपरेटिव लि. के नियोजकों तथा उनके कर्मचारियों के बीच औद्योगिक विवाद में राष्ट्रीय अधिकारण कमकला का निम्नलिखित पंचाट जो केन्द्रीय सरकार को 19 जुलाई, 1989 को प्राप्त हुआ था, प्रकाशित करती है (अन्तिम पंचाट)

New Delhi, the 26th July, 1989

S.O. 1924.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the following Award of the National Tribunal at Calcutta, in the industrial dispute between employers in relation to the Indian Farmer Fertilizers Co-operative Ltd., and their workmen which was received by the Central Government on 19th July, 1989 (Final Award).

ANNEXURE

NATIONAL TRIBUNAL AT CALCUTTA

Reference No. NT-2 of 1984

PARTIES :

Employers in relation to the management of Indian Farmers' Fertilizer Co-operative Limited.

AND

Their Workmen.

APPEARANCES :

On behalf of Management : Mr. Madho Kapoor, Advocate.

On behalf of workmen : Mr. R. J. Mehta, President of the IFFCO Karmachari Sangh, Kalol and IFFCO Karmachari Sangh, Phulpur.

INTERVENER : Mr. A. K. Clerk, Advocate for IFFCO Mazdoor Sabha, Kalol.

INDUSTRY : Fertilisers.

AWARD

By Order No. L-51016/1/83-L&E(SS) dated 20-2-1984, the Government of India, Ministry of Labour & Rehabilitation, referred the following disputes to this Tribunal for adjudication :

1. Whether the wages, pay scales and rates of increment of workers of IFFCO should be revised ? If so, from what date and with what details ?
2. Whether the existing rates of Dearness Allowances should be revised ? If so, from what date and with what details ?
3. Whether existing rate of Washing Allowance should be revised ? If so, from what date and with what details ?
4. Whether Leave Travel Concession should be revised ? If so, from what date and with what other details ?
5. Whether the existing rate of House Rent Allowance should be revised ? and whether the rate of deduction of House Rent in the case of workers living in houses provided by IFFCO should be revised ? If so, from what date and with what details ?
6. Whether the rate of City Compensatory Allowance should be revised ? If so, from what date and with what details ?
7. Whether workers handling cash should be paid cash Handling Allowance ? If so, from what date and with what details ?
8. Whether shift allowance should be revised ? If so, from what date and with what details ?
9. Whether Conveyance Allowance should be revised ? If so, from what date and with what details ?
10. Whether workers performing jobs of other grades should be paid acting allowance in addition to their own grade pay ? If yes, from what date and with what details ?
11. Whether there should be any change in the number of days of earned leave, sick leave, casual leave and paid holidays to which a worker is entitled ? If so, the details thereof.
12. Whether the workers are entitled for short leave ? If so, the details thereof.
13. Whether workers should get their annual increments beyond the maximum of their scale of pay ? If so from what date and with what details ?
14. Whether the workers should be allowed reimbursement of medical expenses incurred on their brothers & sisters ? If so, the details thereof.
15. Whether the existing rates of Contributory Provident Fund should be revised ? If so, from what date and with what details ?
16. Whether the job classification of each workman should be done in consultation with the Union ?
17. Whether the retirement age of workers should be increased to 60 years ? Whether a retirement scheme should be formulated in consultation with the Union ?
18. Whether the House Building Loan Scheme should be formulated in consultation with the Union ?

2. The statement of claims was originally filed by IFFCO Employees' Union, Kandla, IFFCO Karmachari Sangh, Phulpur and IFFCO Karmachari Sangh, Kalol. Another statement of claims was filed by IFFCO Employees' Union, Head Office and Marketing Division, New Delhi. During the pendency of the Reference, IFFCO Employees' Union, Kandla and IFFCO Employees' Union, Head Office and Marketing Division, New Delhi entered into settlement with the Indian Farmers Fertilizer Co-operative Limited (hereinafter called IFFCO) by the Tripartite settlement dated 1-7-1985 and 21-8-1985 respectively and the National Tribunal presided over by Mr. Justice N. G. Chowdhury (since deceased) on the basis of such settlements passed AWARD-Part-1 on 17-1-1986 so far as the IFFCO Employees' Union, Kandla and IFFCO Employees' Union, Head Office and Marketing Division, New Delhi were concerned. Since then the IFFCO Employees' Union, Kandla and IFFCO Employees' Union, Head Office and Marketing Division, New Delhi are not in the fray and have ceased to appear in the present proceedings.

3. The facts in brief as alleged in the statement of claims of the IFFCO Karmachari Sangh, Kalol (hereinafter called as the Kalol Union) and the IFFCO Karmachari Sangh, Phulpur (hereinafter called as the Phulpur Union) who have remained in the present reference to press their charter of demands are as follows :

4. The IFFCO having as its members about 25000 farmers' Co-operative Societies has three plants of which one is at Kalol and the other at Kandla both in Gujarat and third is at Phulpur in Uttar Pradesh. Its Head Office and Marketing Division are at New Delhi and it has Marketing Officers spread of 16 States and 3 Union Territories. IFFCO has come to occupy a place of pride, being the largest single manufacturer and marketer of chemical fertiliser in India. The number of workmen in the aforesaid plants and offices are as follows :—

Kalol Unit	—	373
Kandla Unit	—	878
Phulpur Unit	—	958
Head Office, New Delhi	—	205
Marketing Office at New Delhi	—	1,401

Kalol and Kandla fertiliser plants were commissioned in 1974-1975 and Phulpur Plant in 1980-1981 but the workmen were employed earlier.

5. In October, 1974, the management in relation to IFFCO reached tripartite settlement with the workmen of its Kandla Unit. Head Office and Marketing Division giving benefits of wage revision and other benefits. The similar tripartite settlement was also arrived at July, 1975 with the Kalol Union representing the Kalol workmen. These settlements which may be called First Tripartite Settlements were made effective for the period from 1-1-1973 to 30-6-1977.

6. After 30-6-1977 fresh tripartite settlements were arrived at with the workmen of Kandla Unit represented

by IFFCO Employees' Union, Kandla on 8-8-1979, with the workmen of Head Office and Marketing Division represented by IFFCO Employees' Union, New Delhi on 21-11-1979 and with the workmen of Phulpur Unit on 27-11-1979. These settlements which may be called Second Tripartite Settlements were made effective from 1-7-1977 to 30-6-1982, although it was the first tripartite settlement with the Phulpur Unit. By the Second Tripartite Settlement, the Central Government D. A. Scheme was switched over to the Industrial D. A. Scheme in relation to the workmen of Kandla Unit and the workmen of Head Office and Marketing Division and also in relation to the workmen of Phulpur Unit.

7. The workmen of the Kalol Unit however did not enter into the Second Tripartite Settlement after the expiry of the period of First Tripartite Settlement on 1-7-1977, as they did not agree to the change-over proposed by the management of IFFCO from Central Govt. D. A. Scheme to Industrial D.A. Scheme. So the workmen of Kalol Unit continued to be governed by the same service conditions as were fixed by the First Tripartite settlement of 5th July, 1975. Their basic wages remained the same since 1-7-1977 and they have been getting dearness allowance under the Central Government D. A. Scheme.

8. Kalol Union served a charter of demands dated 12-12-1978 on the management of IFFCO for revision of wages, basic scales, rates of dearness allowance and pay fixation (fitment etc.) giving rise to industrial dispute which was referred by the Government of Gujarat to the Industrial Tribunal at Gujarat on 15-12-1979 for adjudication.

9. Kalol Union served a fresh charter of demands dated 15/16th July, 1983 for revision of wages and allowances and for other benefits. Phulpur Union also served a similar charter of demand dated 15/16th July, 1983, after expiry of the period of Second Tripartite Settlement on 30-6-1982. Industrial dispute which arose over those demands was referred for adjudication to the Industrial Tribunal at Gujarat on 1-12-1983 in respect of the Kalol Union and to the Industrial Tribunal at Allahabad on 15-11-1983 in respect of the Phulpur Union by the respective state Governments.

10. Ultimately the Government of India by the aforesaid order referred the industrial dispute relating to the 18 demands of the workmen of the IFFCO to the National Industrial Tribunal with Head Quarter at Calcutta under section 10(1) of the Industrial Disputes Act, 1947 for adjudication. As a result of such reference to the National Industrial Tribunal, the proceedings relating to the identical matters pending before the Industrial Tribunal at Gujarat and Allahabad were deemed to have been quashed.

11. There has been no revision of basic wages and conditions of service of the workmen of the Kalol Unit since 1-7-1977. Similarly there has been no revision of wages and conditions of service of the workmen of Phulpur Unit since 1-7-1982. Both the Kalol Union and Phulpur Union demand the revision of wage structure on the application of industry cum region principle. According to the said two unions, the IFFCO falls neither in the public sector nor in the private sector but somewhere in between. It has been further alleged that while applying the industry cum region principle, it would be necessary for the National Tribunal to have before it wage scales and other conditions of service applicable to large sized public sector and private sector units and it would be logical and equitable to lay more stress on the region part of the region cum industry principle and decide the wage dispute without any reference to the guidelines laid down by Bureau of Public Enterprises. The Kalol Union demands the revision of the wages with retrospective effect from 1-7-1977 and Phulpur Union demands the revision of wages with retrospective effect from 1-7-1982.

12. The financial position of IFFCO has always been sound and it has been making profits every year. Its reserves amounted to Rs. 229.75 crores for the end of the accounting year 1983-84. The IFFCO therefore has the paying capacity to bear the additional burden for the increased revised wages.

13. The wage structure and conditions of service in other public sector undertakings and comparable units of the

region and elsewhere are much better than those of the workmen of the concerned units. According to the Unions there is strong case for revision of the basic wage structure.

14. The replacement of Central Government D.A. Scheme by the Industrial D.A. Scheme as per the settlement of November, 1979 with Phulpur Union has caused great financial loss to the workman of Phulpur Unit because of the steep rise in All India Consumer Price Index Number (hereinafter called A.I.C.P.I. Nos.) from January, 1980. The workmen of the Phulpur Unit have realised their mistake and error and accordingly now want the restoration of Central Government D.A. Scheme in place of the Industrial D.A. Scheme.

15. The following figures from the Directors Report in the Annual Report of IFFCO for the period from 1980-1981 to 1982-1983 will show the financial position of IFFCO indicating their paying capacity :

Years	Profits in crore
1980-81	18.49
1981-82	41.27
1981-82	44.18

16. The rise in the cost of living index numbers in the last 6 years (1979 to May 1984) from 332 to 579 (with the base 1960=100) justifies the claims of revision of the existing wage structure.

17. According to the Unions, the circumstances have changed since after the signing of the respective settlements with Kalol Union and Phulpur Union by the IFFCO, thereby necessitating the revision of the wage structure.

18. The workmen of Kalol Union do not like to come under the Industrial D.A. Scheme and want to retain the Central Government D.A. Scheme which governs the workmen of Kalol Unit. The workmen of Phulpur Unit which accepted the Industrial D.A. Scheme by their settlement with IFFCO in 1979 want to replace the said scheme by the Central Government D.A. Scheme as they are suffering loss in the amount of dearness allowance because of the Industrial D. A. Scheme.

19. The Unions in support of their claims for revision of wage structure, including dearness allowance have enclosed different annexures with their statement of claims.

20. The unions have claimed for revision of Washing Allowance, Leave Travel Concession, House Rent Allowance, City Compensatory Allowance, Cash Handling Allowance, Shift Allowance, Conveyance Allowance, Acting Allowance for performing jobs of other grades and for change in the number of their earned leave, sick leave, casual leave etc. They have also made a demand for getting their annual increment beyond the maximum of scale of pay and for the reimbursement of medical expenses on their brothers and sisters. They have claimed for the revision of existing rate of contribution to the Provident Fund and for increase of the retirement age of 60 years. They have made a demand also for getting job classification of each work workman and the formulation of the House Building Loans Scheme in consultation with the union.

21. The case in brief as made out by the IFFCO in their reply to the statement of claims of the unions and also in their own written statement is as follows : IFFCO in the interest of industrial peace and in order to remove the heart-burning has generally been following the policy of prescribing similar conditions in as many as matters as possible for all its employees working at different units with a view to maintaining similar service conditions for all categories of workmen through-out India. Tripartite settlement were arrived at in October, 1974 in respect of the workmen of Kandla Unit. Head Office and Marketing Offices giving benefit of wage revision and certain other benefits retrospective with effect from 1-1-1973 or from various others dates as per the settlements. The similar tripartite settlement was also arrived at in July, 1975 with Kalol Union. The said settlement

were valid for the period from 1-1-1973 to 30-6-1977. As per the said settlements the workmen concerned received substantial increases in the pay scale and various fringe benefits and the dearness allowance under the Central Government D.A. Scheme was adopted. The IFFCO in their written statement has admitted the allegation of the union with regard to the Second Tripartite Settlement in relation to Kandla Unit and Head Office and Marketing Division and Phulpur Unit. It has been further admitted that the said three units representing 80 per cent of the total number of workmen of IFFCO accepted the Industrial D.A. Scheme in place of Central Government D.A. Scheme. It has been averred that the workmen of Kalol Union constituting only 20 per cent of the workmen of IFFCO kept themselves out of the Second Tripartite Settlement which upgraded the scales of pay and fringe benefits. The workmen of the Kalol Unit remained on different conditions of service and they raised the industrial dispute which was referred to the Gujarat Industrial Tribunal, Ahmedabad.

22. The Kalol Union was however not interested in settling the dispute and made fresh demands again in 1983 raising fresh dispute which resulted in another reference before the said Industrial Tribunal.

23. The illegal activities of the workmen of Kalol Unit on account of instigations, compelled the IFFCO management to approach the Civil Court for grant of injunction and an ad-interim injunction was issued against the office bearers of the Kalol Union. After the expiry of the settlement with the Phulpur Union on 30-6-1982, the Phulpur Union also started indulging in illegal activities. The Phulpur Union demanded the replacement of Industrial D.A. Scheme by the Central Government D.A. Scheme and made some other claims with regard to the wage structure and fringe benefits.

24. The Central Government has not revised the pay scales and other service conditions of its employees after 1-1-1973 whereas IFFCO has revised the pay scale with effect from 1-1-1973 as per the First Tripartite Settlement and has revised the said pay scales further upward with effect from 1-7-1977 as per the Second Tripartite Settlement in respect of all other units excepting Kalol Unit which did not sign the Second Tripartite Settlement. In the revision as per the Second Tripartite Settlements, substantial increase in the pay scales and other fringe benefits has been given to the workmen who had signed the said settlements. As per the Second Tripartite Settlements the Units which signed the same accepted the Industrial D.A. Scheme.

25. The Kalol Union's demand for retaining the Central Government D.A. Scheme and for getting the revised pay scales as given to the other units without accepting the Industrial D.A. Scheme is not tenable and cannot be accented. The Kalol Unit cannot get both the benefits of revised pay scales as have been given to the units which accepted the Industrial D.A. Scheme and also of the Central Government D.A. Scheme.

26. The Government of India as a public policy have decided to have uniform pattern of dearness allowance formulated for the public sector undertakings. Accordingly the Government of India, Ministry of Finance, Bureau of Public Enterprises have from time to time been issuing guidelines for the implementation of the D.A. formula on the basis of the neutralisation @ Rs. 1.30 per unit rise/fall in the Cost of Living Index. Most of the public sector undertakings spread throughout the length and breadth of the country have implemented this pattern of Dearness Allowance formula known Industrial D.A. Scheme quite sometime back. As a matter of policy, IFFCO jointly with its workmen has also decided to have Industrial D.A. Scheme. This was done by entering into a tripartite settlement with all the units excepting the Kalol Unit, covering about 80% of the workmen of IFFCO. In view of the aforesaid policy, the workmen of Kalol Unit representing only 20% of the workmen of IFFCO should also be governed by the Industrial D.A. Scheme.

27. The demand of the Phulpur Union with regard to the revision of the rates of Dearness Allowance may not be accented as the demand is for replacement of the Industrial D.A. Scheme by the Central Government D.A. Scheme.

Further the Phulpur Union accepted the Industrial D.A. Scheme by signing the Tripartite settlement in 1979 and the alleged error or mistake said to have been committed by the Phulpur Union by signing the settlement does not legally entitle the Phulpur Union to make a demand for replacement of the Industrial D.A. Scheme by Central Government D.A. Scheme.

28. The contentions of the Union with regard to their claim for revision of wage structure on the basis of the union territories throughout the country. Since all these supported by any facts and figures and accordingly such contentions should not be given any credence. The Unions have not given any comparative data with any other industry of the region.

29. The IFFCO has its factory in different regions and large number of workmen are posted at various states and union territories throughout the country. Since all these workmen are under one management, the workers are bound to compare their wages with others and therefore the wages of the workmen in IFFCO should be compared with only such national level fertilizer organisations which have their factories in more than one region and therefore no weightage should be given to the region aspect of the industry-cum-region principle. The wages of IFFCO workmen should be compared with the wages of the workmen of National Fertilizers Ltd., Rashtriya Chemicals and Fertilizers Ltd., Fertilizers Corporation of India Ltd., Hindustan Fertilizer Limited and Projects and Developments India Ltd.

30. It is the case of IFFCO that there is no change in the material circumstances so far as the issue of revising the wage structure is concerned. It has been denied that there has been a strong case of revision in basic wage structure as alleged by the Unions. As a matter of fact Unions have not been able to make out any case for revision of wage structure nor is there any justification for the same.

31. It has been contended that IFFCO does not have any paying capacity to bear the burden for granting increase in wages. Even otherwise there may be paying capacity that itself does not entitle the workmen for revision unless the Unions succeed being supported by facts for revision of the wage structure.

32. It has been further contended that it is well-known fact that the Government exports the fertilizer manufacturer to sell their products at the prices determined by it for sale to the consumers. Due to increase in the cost of various inputs like raw materials, wages and other direct expenses, the cost of production of the fertilizer is much above the prices determined by the Government for sale to the consumers. In order to compensate the manufacturers for the difference between the cost of production and the sale price determined by the Government, a pricing policy was evolved under which the manufacturers are not only compensated for the increase in the cost of production but are also allowed a post tax return of 12% on the net-worth. While compensating the increased cost of production, the pricing body appointed by the Government assumes that the plant should achieve on an average 80% of the capacity utilisation and that the plant should operate under normal condition. Since IFFCO has been operating at above 80% of their capacity utilisation IFFCO has been able to earn profits.

33. The average life of the fertiliser plant is taken to be 10 to 12 years. The plants at Kalol and Kandla have already completed almost 10 years of life and in another couple of years they would be outliving their useful life. The plant at Phulpur and the expansion facilities at Kandla would complete their useful life in another 5 to 6 years. With the ageing of the plants, not only the capacity utilisation will not remain as high as it has been in the past but the consumption of inputs would increase and also the maintenance cost will be higher. The profits of the IFFCO which so far have been made are likely to reduce in future gradually.

34. It has been further contended that the Government has been paying dividend only 6 per cent against 12 per cent

allowed under the Co-operative Societies Act. Besides, the Government is giving subsidies to the IFFCO substantially. Such being the position, it cannot be said that the IFFCO has got the sound financial position to increase the wage structure and other fringe benefits as per the demands of the Unions.

35. The IFFCO has also enclosed different annexures to their written statement in support of their contention with regard to the wage structure.

36. Kalol Union and Phulpur Union jointly filed application for interim relief on 16-7-1984 before the National Tribunal presided over by Mr. Justice M. P. Singh (Since retired).

37. The IFFCO in the mean time filed the application dated 25-7-1984 under section 33(1) read with section 10(4) of the Industrial Disputes Act, 1947 (hereinafter referred to as the Act) seeking permission to change the Central Government D.A. Scheme into Industrial D.A. Scheme in respect of Kalol Unit. The IFFCO by its amendment application dated 30-7-1984 got the section 10(4) deleted from the said application and by the subsequent amendment-application dated 17-8-1984 got the proposed effective date changed from 1-7-1983 to 1-12-1983. The IFFCO then filed the complete application under section 33(1) of the Act so amended. The reasons for seeking the permission of the National Tribunal for replacing the Central Government D.A. Scheme by Industrial D.A. Scheme in respect of the Kalol Unit and for extending some other benefits in service conditions in relation to the workmen of the Kalol Unit have been given in the petition itself.

38. According to the IFFCO the permission of the National Tribunal is necessary as the aforesaid changes in the service condition in respect of the workmen of Kalol Unit is in regard to a matter connected with the dispute involved in the Reference No. MT-2 of 1984 which is pending before the National Tribunal. The IFFCO has stated inter alia in the application under section 33(1) of the Act that three other units representing 80 per cent of the total workmen under the same management have already accepted the Industrial D.A. Scheme and that only the workmen of the Kalol Unit representing only 20 per cent of the total workmen of the IFFCO have not accepted the same and the workmen of the said unit are being governed by the Central Government D.A. Scheme, thereby setting up some discrimination amongst the workmen of the several units under the same management. It has been further contended that as the workmen of Kalol Unit have refused to change their Central Government D.A. Scheme into the Industrial D.A. Scheme their wage structure could not be revised to bring the same in the line of the wage structure as given to the other units which have accepted the Industrial D.A. Scheme. Similarly the same fringe benefits as have been given to the units which have accepted the Industrial D.A. Scheme could not be extended to the workmen of the Kalol Unit. According to the IFFCO, the Unit drawing Dearness Allowance under the Central Government D.A. Scheme can only get the wage structure in the scale of the same grade of the government employees. In order to get the similar service conditions for all the workmen according to their grades under the same management of IFFCO, the IFFCO wants to get the service conditions of the workmen of Kalol Unit changed mainly in respect of Dearness Allowance by replacing the Central Government D.A. Scheme with Industrial D.A. Scheme with effect from 1-12-1983. Accordingly the application under section 33(1) of the Act has been filed.

39. The Kalol Union has filed the written objection to the said application challenging the maintainability of the application itself and denying the allegation of the IFFCO in general. According to the Kalol Union the dispute involved in the Reference No. MT-2 of 1984 is also with regard to the rate of Dearness Allowance be it under the Central Government D.A. Scheme or Industrial D.A. Scheme. The workmen of the Kalol Unit has made a demand in the aforesaid reference for the Central Government D.A. or Industrial D.A. which would be favourable to them. Such being the position, when the dispute involved in the Reference relates to the pattern of the D.A. Scheme and the rates thereof, it does not lie with the IFFCO to say that the application under section 33(1) of the Act for the change of the Central Govern-

ment D.A. Scheme into the Industrial D.A. Scheme in respect of the workmen of Kalol Unit is in regard to any matter connected with the dispute involved in the reference. So according to the Union the application under section 33(1) of the Act as filed by the IFFCO is not maintainable.

40. It has been further contended that the National Tribunal will go beyond its jurisdiction if the National Tribunal goes to hear the application under section 33(1) of the Act, and that the IFFCO has filed the present application in violation of the statutory provisions.

41. The National Tribunal presided over by Mr. Justice M. P. Singh rejected the application for interim relief filed by the Phulpur Union and Kalol Union jointly by its interim award dated 19-12-1984. Thereafter the Supreme Court in Special Leave Petition (Civil) No. 6362 of 1985 by order dated 25-11-1985 directed the National Tribunal presided over by Mr. Justice N. G. Chowdhury (since deceased) to dispose of the Reference within three months and observed as follows: "we make it clear that we are not expressing any opinion on the merit of the reference and the National Tribunal shall dispose of the reference without taking into account or in any manner being influenced by any observation or findings recorded in interim award dated 19-12-1984. If any application or applications for interim relief are pending or are made hereinafter by the parties, they will be disposed of by the National Tribunal but that will not in any way impede or delay the hearing of the final reference."

42. In the meantime Third Tripartite Settlements were arrived at by the management of IFFCO with IFFCO Employees' Union, Kandla on 1-7-1985 and with IFFCO Employees Union, Head Office and Marketing Division, New Delhi on 21-8-1985. Both the Third Tripartite Settlements were made effective from 1-7-1982 to 30-6-1986.

43. In the meantime Kalol Union and Phulpur Union jointly filed the application dated 12-12-1985 for interim relief. On 8-1-1986, the National Tribunal presided over by Mr. Justice N. G. Chowdhury (since deceased) passed an order dealing with the question of fairness and reasonableness of the aforesaid two Third Tripartite Settlements with Kandla Union and Delhi Union respectively. In the said order Justice N. G. Chowdhury expressed the view that the hearing of the Reference would be delayed if the application dated 12-12-1985 filed by the Kalol Union and Phulpur Union for interim relief and the application under section 33(1) of the Act filed by the IFFCO were heard by the Tribunal, and made some observations with regard to the making of award in respect of the workmen of Kalol Unit and Phulpur Unit in accordance with the guidelines of the Tripartite Settlements reached between the IFFCO and the Kandla and Delhi Unions. Justice N. G. Chowdhury (since deceased) on 17-1-1986 passed the Part Award in terms of the aforesaid Third Tripartite Settlements reached between the IFFCO and the Kandla and Delhi Unions so far as the said two Unions were concerned.

44. In the Special Leave Petition (Civil) 8820 of 1986 filed against the order dated 8-1-1986 and the Part Award dated 17-1-1986 of the National Tribunal presided over by Mr. Justice N. G. Chowdhury (since deceased), the Hon'ble Supreme Court by order dated 20-12-1986 directed this Tribunal to dispose of the main Reference on merits within six months and also to take up for hearing the application dated 12-12-1985 for interim relief at Ahmedabad within one month and dispose of on merit within four weeks thereafter, without in any manner being bound by any observation made in the order dated 8th January, 1986 or in the Part Award dated 17-1-1986.

45. The National Tribunal presided over by Mr. Justice Arunava Dutta by its interim award dated 29-1-1987 granted some interim relief to the workmen of the Kalol Unit and Phulpur Unit as mentioned in the said interim award with a direction that the interim relief awarded would be treated as Special Dearness Allowance and should be a separate item not to be treated as part of the basic wage or part of the Dearness Allowance for any purpose, and that the same was

subject to the adjustment against final payment, if any or in any other manner under the Final Award of the National Tribunal.

46. The National Tribunal presided over by me by order dated 15-4-1988 gave the direction for hearing the application under section 33(1) of the Act alongwith the main Reference. This is how the main Reference and the application under section 33(1) of the Act have been heard together.

47. Both sides have adduced evidence and filed voluminous documents for consideration of the Tribunal. They have advanced their respective arguments orally and submitted also their respective typed arguments in support of their oral arguments. I have given due consideration or their submission with reference to the materials in the record. I shall discuss the charter of demands and give decision thereon serially as far as practicable but I like to take up the Demand No. 1 and Demand No. 2 together for discussion for the sake of convenience and to avoid repetition in discussion Demand No. 1 and 2 are as follows :

Demand No. 1 Whether the wages, pay scales and rates of increment of workers of IFFCO (Kalol unit and Phulpur unit) should be revised? If so, from what date and with what details?

Demand No. 2 Whether the existing rates of Dearness Allowance should be revised? If so, from what date and with what details?

Both the demands No. 1 and 2 refer to the wage structure. The Demand No. 1 refers to the basic pay-scale and to the rates of the increment therein in relation to the workmen of Kalol and Phulpur Units of IFFCO as the other two units namely Kandla Unit and Head Office/Marketing Division are not in the fray since their settlement with IFFCO on 1-7-1985 and 21-8-1985 respectively. The Demand No. 2 refers to the dearness allowance and its rates.

Guidelines in the matters of fixing on revising wage structures.

48. Before I enter into the discussion about the merit of the demands No. 1 and 2, I like to mention in brief the guidelines on the basis of the well settled principles of law as enunciated by the Apex Court of India in the matter of fixing or revising the wage-structure.

49. The workers are entitled to fair wage, the lower limit of which is minimum wage and the upper limit of which is set by the capacity of the industry to pay. There should be a progressive movement towards living wage. Wages should be fixed on industry cum region principle. Thus in fixing the wage-structure which includes also the dearness allowance or in revising the same, two principal factors must weigh with the adjudicator, namely (i) how the wages prevailing in the establishment in question compare with those given to workmen of similar grade or scales by similar establishments in the same industry or in their absence in similar establishments in other industries in the region, (ii) what the establishment in question can pay without any undue strain on its financial resources. The former is the industry cum region principle and the latter is the factor of financial capacity.

50. In considering the question of industry cum region principle, the Tribunal has first to ascertain whether there are comparable concerns in the same industry in the region. In doing so, it has to take into account the extent of business, the capital invested, the profits, the nature of business, the standing, the strength of labour force, the reserves if any, the dividends paid, the future prospects of the business concerns put toward before it as comparable and other relevant facts. Obviously there can be no comparison between a small struggling unit and a large flourishing concern of long standing. Where there are no such comparable concerns in the same industry in the region, the Tribunal can look into the concerns in other industries in the region for comparison but in that case such concerns should be as similar as possible and not disproportionately large or absolutely dissimilar. The fixation or revision of scales of wages, pays or dearness allowance must be out of tune with the wages etc. prevalent in the industry on the region-

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51. In considering the financial capacity of the establishment to bear the burden without any undue strain on its financial resources, the Tribunal is required to consider the relevant factors namely, the capital invested, the reserves of the industry, its profits or otherwise for a reasonable number of years, its standing with age of the plant, the industry, future prospects of the business, and subsidy received and other relevant factors. If the paying capacity of the employer increases or the cost of living shows an upward trend, or there are other anomalies, mistakes or error in the award fixing the wage structure or there has been a rise in the wage-structure in comparable industries in the region, industrial employees would be justified in making a claim for re-examination of the wage-structure and if such a claim is referred for industrial adjudication, the adjudicator would not normally be justified in rejecting it solely on the ground that enough time has not passed after the making of the award, or that material changes in relevant circumstances had not been proved. It is, of course, not possible to lay down any hard and fast rule in the matter. The question as to revision must be examined on the merits in each case that is brought before the adjudicator for his adjudication.

52. Determination or revision of wages should permit a fair remuneration to labour, a fair return on the capital invested and should strengthen incentive to efficiency. In order that a wage structure is properly determined or revised it would be just and equitable to take into consideration the value of benefits which go directly to reduce expenses of workers on items of expenditure which are taken into account for calculation of fair wage. These benefits relating to welfare measure are fringe benefits. The fringe benefits cannot be precisely valued in terms of money. They help considerably in bridging gap between fair wage and living wage.

53. The above-mentioned guidelines have been taken-out more or less from the principles of law as laid down in the decision of the following reported cases :

- (a) 1962 (I) LLJ 302 (Williamsons India (P) Ltd. Vs. Workmen).
- (b) 1962 (I) LLJ 271 (Novex Cleaners Vs. Workmen).
- (c) 1962 (II) LLJ 744 (French Motor Car Co. Vs. Workmen).
- (d) 1963 (I) LLJ 108 (Hindusthan Times Vs. Workmen).
- (e) 1964(I) LLJ 380 (Balmer Lawrie & Co. Vs. Workmen).
- (f) 1964(II) LLJ 451 (Workmen of Jessop & Co. Vs. Jessop & Co.).
- (g) 1969 (II) LLJ 732 (Workmen of N.E.W. Mills Vs. N.F.W. Mills).

54. It has already been shown while discussing earlier some important decisions of the Supreme Court that it has been laid down that two principal factors which must weigh while fixing or revising the wage-structure are (i) How the wages prevailing in the establishment in question compare with those given to the workmen of similar grade or scales by similar establishments in the same industry or in their absence in similar establishments in other industries in the region and (ii) what wage-scales the establishment in question can pay without any undue strain on its financial resources. The former is the industry cum region principle and latter is the factor of financial capacity. In considering the first question, the Tribunal has first to ascertain whether there are comparable concerns in the same industry in the region. In doing so, it has to take into account the extent of business, the capital invested, the profits, the nature of business, the standing, the strength of labour force, the reserves if any, the dividends paid, the future prospects of the business concern and other relevant facts.

55. It has also been shown that determination or revision of wages should permit a fair remuneration to labour a fair return on the capital invested and should strengthen incentive to efficiency. In order that a wage structure is properly determined or revised it would be just and equitable to take

into consideration the value of benefits which go directly to reduce expenses of workers on items of expenditure which are taken into account for calculation of the fair wage. These benefits relating to welfare measure are usually called fringe benefits. The fringe benefits cannot be precisely valued in terms of money. They help considerably in bridging the gap between the fair wage and living wage. Such fringe benefits are free medical aid, children education allowance, subsidised canteen facilities, uniform allowance, rent-free accommodation and like benefits.

Back ground with prevailing position.

56. In July, 1983 when the charter of demands by the Kalol Union was submitted to the management of IFFCO. Kalol workmen were on the scales of basic pay fixed under the first settlement of July, 1975 which was made effective from 1-1-1973 to 30-6-1977. They were getting Dearness Allowance under the Central Government D.A. Scheme. The Phulpur workmen were on the scales of basic pay as revised under the Second Settlement of November, 1979 which was made effective from 1-7-1977 to 30-6-1982. They were getting the Dearness Allowance under the Industrial D.A. Scheme which they adopted in place of the Central Government D.A. Scheme by that settlement.

57. Similarly the Kandla workmen of the Kandla Unit of IFFCO and the workmen of the Head Office and Marketing Division of IFFCO at Delhi were on the respective scales of pay as revised under the Second Settlement of August, 1979 and November, 1979 respectively which was also made effective from 1-7-1979 to 30-6-1982 and they were also getting the Dearness Allowance under the Industrial D.A. Scheme which they adopted in place of the Central Govt. D.A. Scheme by that respective settlement. Third Settlements were arrived at between the Management of IFFCO and the Kandla workmen on 1-7-1985 and between the Management of IFFCO and the workmen of Head Office and Marketing Division at Delhi on 21-8-1985. The said Third Settlements were made effective from 1-7-1982 to 30-6-1986 and the Kandla workmen and the workmen of Head Office and Marketing Division are on the scales of pay as revised by the respective Third Settlement and they are getting the Dearness Allowance under the Industrial D.A. Scheme as before.

58. There are seven grades of workmen, namely, M, L-1, L, K, J, I and H in the three plants at Kandla, Kalol and Phulpur and in the Head Office/Marketing Division in Delhi and other marketing offices of IFFCO in different parts of the country. The pay scales of the same grades unrevised in the case of Kalol workmen and revised in the case of other workmen as on 1-7-1983 can be seen from the comparative statement of scales of pay, D.A. and fringe benefits drawn by workmen of Kalol vis-a-vis other workmen (vide Ext. M-55 at page 318-322 of Documents File No. D). The copy of Ext. M-55 is made Annexure-A to this award. The Kalol workmen are getting the same basic scale of pay as was fixed by the first Settlement. The Phulpur workmen are getting the same basic scale of pay as was revised by the second Settlement. The Kandla workmen and the workmen of the Head Office and Marketing Division are getting the basic scale of pay as was further revised by the Third Settlement effected with them alone.

59. The chart showing the basic scales of pay under the First, Second and Third Settlements effected with the workmen of the respective units of IFFCO as taken from the chart filed by Mr. Mohla on 3-1-1989 at the time of argument is given below for ready reference :

	Grade First Settlement with all annuities of IFFCO	Second Settlement with all units of IFFCO except Kalol	Third Settlement with only Kandla Unit and H.O./Mktg. of IFFCO
	Rs.	Rs.	Rs.
M	210-8-314	270-8-374	515-10-605-11-649.

L-1	225-9-333	290-9-398	535-11-634-12-670
L	290-10-390-15-480	350-10-450-15-525	595-12-71517-800
K	350-15-500-20-500	410-15-560-20-660	660-17-830-22-940
J	440-25-565-30-715	505-25-630-30-810	775-28-895-33-1093
I	600-35-950	665-35-1015	930-40-1130-45-1355
H	750-50-1200	815-50-1315	1080-55-1355-60-1655.

Rival contentions in support and against revision of wage-structure.

60. I shall now refer to the salient rival contentions in support of and against revision of the wage-structure in brief as envisaged from the statements of both the parties and from the arguments as advanced by them before the Tribunal. Such contentions on behalf of the concerned Unions are as under :

- (i) There has been no revision of basic wages of Kalol workmen since 1-7-1977 and of Phulpur workmen since 1-7-1982.
- (ii) The replacement of Central Government D.A. Scheme with Industrial D.A. Scheme due to error and mistake by the Second Settlement of November, 1979 with Phulpur workmen has caused financial loss to Phulpur workmen because of steep rise in the All India Consumer Price Index Nos. (hereinafter called A.I.C.P.I. Nos.)
- (iii) The financial position of IFFCO has always been sound and there has been profits between Rs. 41 crores to 49 crores during the four consecutive years upto 1984-1985. Its reserves amounted to Rs. 229.75 crores at the end of the accounting year 1983-84.
- (iv) Wage structure in other Public Sector Undertakings and comparable units in the regions are much better than those of the concerned workmen.
- (v) A.I.C.P.I. Nos. rose from 304 in June, 1977 to 344 in November, 1979 to 568 in November, 1984 to 600 in November, 1985, to 692 in November, 1986, and to 755 in November, 1987.
- (vi) The Central Government had granted interim relief at 10 percent of wages—salaries to its employees from 1-6-1983, further 10% from 1-3-1985 and revised the pay scales of its employees through Pay Commission from 1-1-1986.
- (vii) IFFCO has allowed to its officers numbering nearly 822 an average increase in salaries of 29.51% by its circular No. 597 dated 29-5-1984 with retrospective effect from 1-7-1982 but has denied wage revision to the workmen of its concerned units, who contribute substantially to the progress and prosperity of the IFFCO.

The rival contentions of the IFFCO are as follows :

- (i) The wages that are being paid to Kalol workmen and Phulpur workmen are higher than the wage-scales that are being given to the Central Government employees and that the same favourably compare with those of other national level organisations.
- (ii) The Industrial D.A. Scheme is a fair neutralisation of the rise in A.I.C.P.I. and on the basis of the items considered for computation of A.I.C.P.I. Nos.

and fringe benefits allowed by IFFCO to its employees, the effective neutralisation is more than 1.65 per point.

- (iii) The financial position of IFFCO is not sound because IFFCO's profits come out of subsidies given by the Government of India. Its plants and machineries except those of Phulpur Unit have become sufficiently old and the production out-put by those ageing plants would normally be lesser and lesser in future years. Moreover IFFCO has started paying income tax from the accounting year 1984-1985 after losing all benefits of exemption from law.
- (iv) The scales of pay of the Kalol workmen are not on the Central Government Pay scales but higher than the Central Government Pay scales, although they are getting the D.A. under Central Government D.A. Scheme on their refusal to accept the Industrial D.A. Scheme in the lines of the Second Settlement between the IFFCO and the workmen of other units. The circumstances as they are, and the Industry cum region principle do not allow the Kalol workmen to get any revision in their wage-structure. In order to maintain the uniformity in the pay structure amongst the workmen of all the units under the IFFCO, the same scale of pay as revised by respective settlements with the workmen of other units may however be given to the Kalol workmen provided they accept the D.A. under the Industrial D.A. Scheme which was accepted by the workmen of all other units of IFFCO under their respective settlements. The IFFCO has approached the Tribunal under section 33(1) of the Industrial Disputes Act, 1947 for changing the Central Government D.A. Scheme into the Industrial D.A. Scheme in relation to the Kalol workmen.
- (v) The financial position of IFFCO, and the circumstances as they are, including the industry-cum-region principle do not allow the Phulpur workmen to get any revision in the pay scale. The claim of Phulpur workmen for revival of the Central Government D.A. Scheme in place of Industrial D.A. Scheme which they accepted by their bonafide Settlement with IFFCO not grounded on any mistake or erroneous understanding, can not be entertained by the Tribunal.
- (vi) No benefits can be granted to the workmen concerned from a date earlier than the date of charter of demands viz. 15-7-1983.

Financial Position of IFFCO.

61. This National Tribunal presided over by Mr. Justice Amitabha Dutta, in its Interim Award dated 29-1-1987 in connection with the concerned workmen's claim for interim-relief, on due consideration of the Annual Reports including the Balance Sheets of IFFCO from 1977-1978 to 1984-1985, with special reference to IFFCO's annual profits and Reserves and the annual subsidies including freight compensation as received by IFFCO from the Government of India, arrived at the finding that the financial position of IFFCO was sound. The paragraphs 21 to 27 of the Interim Award may be referred to in this connection. The said finding has not been challenged in any competent forum. This Tribunal's finding therefore is that upto 1984-1985 the financial position of IFFCO was sound. Now let me see if that position has changed in subsequent years to make the IFFCO's financial position unsound.

62. The Annual Report with Balance Sheet of IFFCO for the year 1986-1987 is Ext. W-4. The Annual Report with the Balance Sheet of IFFCO for the year 1985-1986 has not been produced before this Tribunal by the practices but it is an undisputed fact that IFFCO made a net profit of considerable amount in that year. It appears from the Annual Report with Balance Sheet for the year 1986-1987 that IFFCO's Reserves are Rs. 286.79 crores in 1986-1987 as against Rs. 229.75 crores in 1983-84. IFFCO earned a net profit Rs. 10.18 crores during the year of 1986-1987 is no dispute to the fact that IFFCO has been making the net profit in every year but there is no gain saying to the

fact that IFFCO's net profit in 1986-1987 was considerably lower. The Financial Result and Director's Report in the Annual Report have explained the reasons for lower net profits in 1986-1987. The relevant portion from Directors' Report is quoted here : "In spite of the fact that production in 1986-1987 was the highest ever achieved by IFFCO, the net profit of the society at Rs. 10.18 crores is one of the lowest ever recorded by the society. The year 1986-1987 was a bad year for the industry as a whole. With an unprecedented drought in the country which resulted in weakening of the demand for fertilisers and the resultant glut situation, the society had to carry a heavy inventory of fertilisers with the result that substantial expenditure had to be incurred on interest costs. Moreover due to adverse market conditions, the society had to offer increased rebates/discounts compared to the previous year." In view of what has been stated above and on due consideration of all the materials in the record, I find that the financial position did not take a turn for the worse under normal conditions and that there is no possibility of such a situation in near future.

63. It appears that IFFCO has allowed to its officers nearly 822 in number an average increase in salaries of 29.15% by its circular dated 19-5-1984 from 1-7-1982 and has also revised the pay scales of the workmen of all units except the Kalol unit by Second Settlement from 1-7-1977 and further revised the pay scales of the workmen of Kandla unit and of Head Office/Marketing Division at Delhi by the Third Settlement from 1-7-1982. It therefore appears that the IFFCO can take the additional burden of reasonable wage-revision in the case of the workmen of Kalol and Phulpur, if the wage-revision is otherwise found to be permissible.

Comparable concerns on industry cum region principle.

64. Let me now see whether the principle of Industry cum region permits the revision of wage-structure of the Kalol workmen and the Phulpur workmen. In order to consider this factor on the principle of Industry cum region principle, the Tribunal has to take into account, the extent of business, the capital invested the profits, the nature of business, the standing, the strength of labour force, the reserves if any, the dividends paid and the future prospects of the business concerns put forward before it as comparable.

65. Mr. Kapoor appearing for the IFFCO has rightly argued that the Sangha has not mentioned the names of the comparable concerns of the region with the aforesaid particulars in their statement of claim in relation to the Kalol and Phulpur units, and that in evidence alone, the Sangha has mentioned the names of G.N.F.C. (Gujarat Narmada Fertiliser Company Ltd.), Krishan Bharati Fertiliser Co-operative Society Ltd. and Gujarat State Fertiliser Company Ltd. as the comparable concerns in relations to Kalol unit and the name of Indian explosive Ltd. Fertiliser Division, Kanpur as comparable concern in relation to the Phulpur unit without furnishing the particulars which are required to be taken into account.

66. I have considered the affidavits dated 7-2-1986, 10-2-1986 and 19-5-1988 sworn by WW-8 A. J. Das on behalf of the Sangha in relation to Kalol unit and its workmen and his evidence in cross-examination. WW-8 A. J. Das has admitted in his evidence that he does not remember exactly whether he compared the wage-structure of workmen of Kalol unit with the wage-structure of the workmen of any other comparable fertiliser concerns within the region. WW-8 A. J. Das has further stated in his evidence that it is true that G.N.F.C. is not a co-operative society like IFFCO and that G.N.F.C. is the joint venture of the State Government and also of the public and that neither Central Government D.A. Scheme nor the Industrial D.A. Scheme is applicable to G.N.F.C. which however has got its own D.A. Scheme. Only one Balance Sheet with Profit and Loss Account for the year 1986-1987 of G.N.F.C. has been filed and it is Ext. W-3. WW-8 Mr. A. J. Das has stated that he has seen only this Balance Sheet of G.N.F.C. for the year 1986-1987 and has not seen any other Balance Sheet. He has admitted that he does not know the Profit and Loss Account of G.N.F.C. for the last 5 years and that he does not know the rate of dividend declared by G.N.F.C. for the last 5 years. The share capital of G.N.F.C. as on 30-6-1986 as per Balance Sheet is Rs. 8898.65 lakhs and Profit and Loss Account shows the loss to the tune of Rs. 21.79 lakhs. The

Sangha has not filed any Balance Sheet of the other two concerns viz., Krishak Bharati Fertiliser Co-operative Society Ltd. and Gujarat State Fertilisers Co. Ltd. nor has it furnished any particulars through the evidence of WW-8 A. J. Das.

67. It is the case of the IFFCO that IFFCO has its factory in different regions with a large number of its workmen who are posted at various states and union territories throughout the country and that the wages of the workmen in IFFCO should be compared with those of only such national level fertiliser organisations which have their factory in more than one region. The evidence also has been adduced by IFFCO to that effect. I find substance in such statement. G.N.F.C. as comparable unit according to the Sangha does not meet all the conditions of comparable concerns. MW-1 K. S. Srivastav has stated in his affidavit dated 3-8-1988 that G.N.F.C. is not a comparable unit. The reasons for such statement have been given in para 6.0, 10.12 and 10.15 of Srivastav's affidavit dated 3-8-1988. The reasons amongst others in brief are that IFFCO is an organisation under co-operative sector owned by over 35000 cooperative societies, spread all over the country, whereas G.N.F.C. is State Government Organisation with only one unit in the State of Gujarat. The share-holding of the two companies are different. While IFFCO is a multi unit fertiliser manufacturing organisation, G.N.F.C. is a State undertaking with single unit only in the State of Gujarat. The reasons appear to be plausible. This witness (MW-1) has no doubt admitted in his evidence that in the figures compiled by some other officers of IFFCO at page 461 of the Documents, G.N.F.C. has been shown as comparable unit. But in his own evidence and affidavit, Srivastav (MW-1) has stated categorically and definitely that G.N.F.C. is not a comparable unit. The chart at page 461 of the Documents (part of Ext M-63) no doubt shows comparative statement of category-wise total emoluments on account of Basic Pay and Dearness Allowance House Rent Allowance etc. of different Fertiliser organisations in the State of Gujarat including G.N.F.C. The mere mention of G.N.F.C. in that chart will not make the G.N.F.C. a comparable concern unless and until G.N.F.C. possesses all the conditions in accordance with the well-established principle of law as already discussed, to become a comparable concern. Further the revised scale of pay of the workmen of G.N.F.C.S. as fixed by the settlement of 1987-Annexure-A to A. J. Das's affidavit dated 19-5-1988 on G.N.F.C.—workmen's charter of demand made in 1986, can not be taken into account for comparison while considering the feasibility of the revision of pay structure for Kalol workmen based on their charter of demand made in 1983.

68. As regards the comparable concern of the Phulpur unit of the IFFCO, Mr. A. K. Jaiswal (WW-7) in his affidavit dated 10-2-1986 has not stated anything about the comparable concern. In his examination in chief WW-7. Jaiswal has stated that he has brought the xerox copy of the settlement reached between the Management of Indian Explosives Ltd., Fertiliser Division Kanpur and its workmen represented by I.E.L. Employees Union and that he has filed the same. In his cross-examination, WW-7 has admitted that he cannot identify the signature appearing on the xerox copy of that settlement and that there is no endorsement on the xerox copy to show that the same was compared with the original Mr. Kapoor appearing for the Management has argued that the said xerox copy of the settlement cannot be taken into consideration as it is admissible in evidence. Be that as it may, WW-7 Mr. Jaiswal has admitted in his cross-examination that he has not seen the Balance Sheet of the said concern nor has he any idea about its profit and loss account. WW-7 has further stated that he does not know the share capital of the company nor does he know the rate of the dividend paid by the company and that the company is in private sector. Such being the position, Indian Explosives Ltd., Fertiliser Division, Kanpur, cannot be taken into account as the comparable concern in relation to the Phulpur unit of the IFFCO.

Other criteria for revision of wage structure.

69. It may be that the Sangha in relation to the Kalol and Phulpur units respectively could not successfully show the comparable concerns of the respective units which could have been taken into account while considering the principle of Industry cum region in connection with the revision of wage-structure of the said units. There is however no

gain saying of the fact that the wage-structure of Kalol workmen has remained unrevised since 1-7-1977 and that of the Phulpur workmen has remained unrevised since 1-7-1982, although the Management of IFFCO revised the wage structure of the Kandla workmen and of the workmen of the Head Office/Marketing Division Delhi one after another by its Second Settlement in 1979 and by its Third Settlement in 1985 with the workmen of the Kandla unit and of the Head Office/Marketing Division Delhi. It is true that Kalol workmen could not reach any settlement about the wage structure with IFFCO management since after the expiry of the First Settlement on 30-6-1977 and that the Phulpur workmen could not reach any settlement with the IFFCO management about the wage structure since after the expiry of the Second Settlement on 30-6-1982. The Kalol workmen and the Phulpur workmen have however by this Reference have approached this Tribunal for making revision of the wage-structure. The revision of wage structure already made one after another by the IFFCO although by settlement for the workmen of Kandla in the State of Gujarat and for the workmen of the Head Office/Marketing Division Delhi not very far away from the Phulpur unit in Uttar Pradesh makes out a strong case for the revision of the wage-structure for the Kalol workmen and Phulpur workmen.

70. In connection with criteria for revision of the wage-structure, the principle of law has been clearly enunciated in the case of the workmen of Balmer Lawrie and Co. Ltd. Vs. Balmer Lawrie and Co. Ltd. reported in 1964 (1) LLJ 380 and the same is quoted here for our guidance :

"If the paying capacity of the employer increased or the cost of living shows an upward trend, or there are other anomalies, mistakes or errors in the award fixing wage structure or there has been a rise in the wage structure in comparable industries in the region, industrial employees would be justified in making a claim for a re-examination of the wage-structure and if such a claim is referred for industrial adjudication, Adjudicator would not normally be justified in rejecting it solely on the ground that enough time has not passed after the making of the award or that material change in the relevant circumstances had not been proved."

71. It is therefore clear from the above-mentioned principle of law that any one of the criteria as mentioned therein if fulfilled and proved, may lead to the revision of the wage structure. In the instant case, the financial capacity of the IFFCO to bear the additional burden in the event of the revision of wage-structure for the Kalol workmen and Phulpur workmen has already been proved. So on this ground alone, the wage-structure of the Kalol workmen and Phulpur workmen may be revised. The other ground on the principle of Industry cum region although has not been strictly proved by taking into account the different industries in the region but the revision of wage-structure as made by IFFCO in the different units of its own Industry, in the region, no doubt makes out a case for revision of the wage structure for the Kalol workmen and Phulpur workmen.

72. There is no dispute in the fact that there is continuous rise in the consumers' cost of living. It is an undisputed fact that All India Consumer Price Index No. (A.I.C.P.I.) rose from 304 in June 1977, to 344 in November, 1979, to 568 in November 1984, to 600 in November, 1985, to 692 in November 1986 and to 755 in November 1987.

73. Mr. Kapoor appearing for the IFFCO has argued that the increase in D.A. to Kalol workmen under the Central Government D.A. Scheme and that the increase in Industrial D.A. applicable to Phulpur workmen per point rise-basis, have taken care of the rise in the cost of living which has been thereby fully neutralised and that the wage-structure does not require to be revised on the ground of the increase in the cost of living. Mr. Mehta appearing for the Sanghas on the other hand has argued otherwise and has submitted with emphasis that even the Government both State and Central have revised the scales of pay of their employees because of the continuous increase in the cost of living during the years passed, without showing any sign of reverse in this respect. I find sufficient force in the submission of Mr. Mehta in this respect. So the ground of increase of cost of living also requires the revision of pay scale, that

is, the wage-structure. Mr. Mehta has further submitted in his argument that the Phulpur workmen have demanded for revision of their wage-structure by converting their prevailing Industrial D.A. Scheme to Central Government D.A. Scheme, as they through mistakes and errors accepted the Industrial D.A. Scheme by the Settlement of 1979 reached between them and the Management of IFFCO. Mr. Mehta has relied on the decision reported in 1964 (1) LLJ 380 (supra) in support of his such submission.

74. Mr. Kapoor on the other hand has submitted that the Balmer Lawrie case reported in 1964 (1) LLJ 380 has got no scope of its application in the present case on this point on the grounds that Balmer Lawrie case has spoken about the anomalies, mistakes or errors in the award and not in the settlement and that the Phulpur workmen deliberately and with full knowledge of the terms of the settlement accepted the Industrial D.A. Scheme by their settlement with IFFCO in 1979 and that Phulpur workmen could not show any anomalies, mistakes or error in the settlement of 1979. I find substance in such submission of Mr. Kapoor and hold that the wage-structure of Phulpur workmen so far as it relates to the D.A. cannot be revised on the alleged ground of anomalies, mistakes or errors in the settlement reached between Phulpur workmen and IFFCO in 1979. The materials in the record do not indicate that Phulpur workmen wrote any letter to the IFFCO management stating that Industrial D.A. Scheme was introduced and accepted by them on mistaken or erroneous understanding at the time of the settlement of 1979. Even the charter of demands dated 15-7-1983 made by the Sangh representing the Phulpur workmen (Ext. M-16) on the basis of which this reference has been made does not disclose that any complaint was made about the mistaken or erroneous introduction/acceptance of the Industrial D.A. Scheme and that the same scheme is not acceptable. So the demand for revision of the wage-structure of Phulpur workmen on the ground of anomalies, mistakes or errors in the settlement of 1979 cannot be accepted. The demand for revision of the rate of dearness allowance both by Kalol and Phulpur workmen will be discussed later on as and when the occasion will arise.

75. The basic scale of pay and the D.A. in all the units of IFFCO should be the same and uniform because the materials in the record have disclosed that the workmen of one unit has been transferred to other unit of IFFCO showing that the workmen of the different units of IFFCO are inter-transferable. Mr. Mehta has also submitted once at the time of his argument that the basic scale of pay in all units of IFFCO should be same and uniform but he has not subscribed to the same view with regard to D.A. Mr. Kapoor in reply to such submission of Mr. Mehta has submitted that Mr. Mehta's such suggestion can be accepted in respect of Kalol workmen and Phulpur workmen provided Kalol workmen agree to the acceptance of Industrial D.A. Scheme and the Phulpur workmen agree to the continuance of Industrial D.A. Scheme which governs them at present.

76. There is no dispute to the fact that the Industrial concerns like IFFCO and others have got their own scale of basic pay for their workmen quite different from scale of pay of the Government employees. By the First Settlement of 1973, the workmen of the different units of IFFCO were being paid D.A. at the rate of Central Government D.A. Besides the D.A., the workmen of all the units of IFFCO were being paid H.R.A., C.C.A. and other fringe benefits all of which are not generally given to the Government employees. While considering the question of revising the wage-structure of the Industrial concerns like the IFFCO, the aforesaid factors will have to be taken into account. It is not unlikely that some Industrial concerns may formulate their own scale of pay, own D.A. Scheme and fringe benefits for their workmen as I find in the case of G.N.F.C. By the Second Settlement of 1979, all units of IFFCO except the Kalol unit which did not enter into the Second Settlement with IFFCO, switched over to the Industrial D.A. Scheme from Central Government D.A. Scheme along with the revision in their scale of pay. Kalol workmen however remained in the old scale of pay with Central Government D.A.

Dearness Allowance

77. In respect of the Industrial concerns like the IFFCO, where the Central Government have their interest in the form of capital investment, subsidies etc., the Central Government will no doubt have their some control and say in the financial matter of such concerns. The Central Government in the letter dated 30-8-1984 from the Ministry of Finance, Bureau of Public Enterprise (Ex. M-34 at page 193 of Documents File No. 1) intimated the management of IFFCO that as per the Government policy all the public enterprises are required to follow Industrial D.A. Scheme as pay-revision has been permitted by the Government in respect of the workmen if the concerned workmen agree to switch over to Industrial D.A. Scheme. A list of 137 public enterprises which have switched over to Industrial D.A. Scheme was enclosed with the said letter. It has been contended on behalf of the Management of IFFCO that a very large percentage of public sector undertakings have switched over to the Industrial D.A. Scheme. It therefore appears that the IFFCO is under obligation to follow the guide-lines as laid down in Government of India's letter dated 30-8-1984 (Ext. M-34) in the matter of Dearness Allowance and the revision of scale of pay.

78. Neither WW-7 Mr. Jaiswal who has deposed for the Phulpur workmen nor WW-8 Mr. A. J. Das who has deposed for Kalol workmen has given the names of any Industrial concerns of public undertaking which are paying Central Government D.A. to their workmen.

79. At the time of argument, Mr. Mehta appearing for the workmen, has filed a paper-cutting from the Financial Express dated 21-12-1988 under the caption "4th Pay Panel salaries for P.S.U. staff favoured". It contains some information as follows: "The Misra Committee was set up following a number of cases seeking Fourth Pay Commission salaries on the basis of the Central dearness allowance drawn, pending before the Supreme Court. The government agreed in March 1986 to refer the entire bunch of such cases before the Supreme Court to a high power committee with Justice R. B. Misra as Chairman and having Mr. B.P.R. Vithal as member. According to the findings of the Misra Committee, out of a total public sector work force of 22.5 lakhs in 221 enterprises 2.41 lakh employees in 69 enterprises were receiving Central Dearness Allowance. The remaining were on industrial dearness allowance. The Central Dearness Allowance employees were concentrated mainly in the minerals, metals, chemicals, fertilisers, pharmaceuticals, textiles, industrial development and technical consultancy services sectors. In making the recommendations, the Misra Committee has made an observation of far-reaching consequence, namely that the Central Dearness Allowance pattern is preferable to the Industrial Dearness Allowance pattern even on merits and not merely on the legal grounds discussed."

80. It could not be shown if the alleged recommendation of Misra Committee has been accepted by the Supreme Court and by the Central Government. Mr. Kapoor has submitted that this Tribunal should not rely on the aforesaid information reported in the Financial Express. It could not be shown that Central Government has since changed its guide-lines issued to the Management of IFFCO through its letter dated 30-8-1984 (Ext. M-34). I therefore keep the aforesaid reported information in the Financial Express out of my consideration.

81. It will be better for our understanding if I state briefly the features of Central Government D.A. Scheme and Industrial D.A. Scheme in respect of the concerned employees. This Tribunal presided over by Mr. Justice Amitabha Dutta while making the interim award dated 29-1-1987 about the interim relief has discussed the features of the Central Government D.A. Scheme and Industrial D.A. Scheme in paragraphs 30 to 34 of the said interim award. Under the Central Government D.A. Scheme the Central Government employees whose pay ranges upto Rs. 1600 per month were getting the dearness allowance and additional dearness allowance at the rates as mentioned in the paragraph 30 of the Interim award.

Dearness Allowance		
Period from which payable	Pay range	Rate of D.A.
1-9-74 onwards	(i) Upto Rs. 300/-	36% of pay
	(ii) above Rs. 300/- up to Rs. 2250/-	27% of pay subject to a minimum of Rs. 108/- and maximum of Rs. 243/-.

Additional Dearness Allowance		
Period from which payable	Pay range	Rate of D.A.
1-7-83 onwards	(i) upto Rs. 300/-	109.5% of pay subject to a minimum of Rs. 35/- +92% of pay and a maximum of Rs. 326/-.
	(ii) above Rs. 300/- upto Rs. 400/-	62/- +88% of pay
	(iii) above Rs. 400/- upto Rs. 800/-	81.5% of pay subject to a minimum of 51.1% of pay + Rs. 352/-.
	(iv) above Rs. 800/- upto Rs. 900/-	Rs. 100/- +69% of pay
	(v) above Rs. 900/- upto Rs. 1000/-	Rs. 127/- +66% of pay
	(vi) above Rs. 1000/- upto Rs. 1030/-	Amount by which pay falls short to Rs. 1787/-.
	(vii) above Rs. 1030/- upto Rs. 2000/-	Rs. 757/-

The rates of Additional Dearness Allowance were payable in addition to the Dearness Allowance. The rates of Additional Dearness Allowance were revised in upward position at intervals of one month or more with average increase of 8 points in A.I.C.P.I. Nos. by increasing them to the extent of 4 per cent in the case of employees with pay range upto Rs. 400 and to the extent of 3 per cent in the case of employees with pay range above Rs. 400. The position on 1-1-86 appearing from the Finance Ministry's Office Memorandum No. 13017/1/86-E(II)B, dated 28th February, 1986 was as follows :—

Additional Dearness Allowance		
Period from which payable	Range of pay	Rates of D.A.
1	2	3
1-1-1986 onwards	(i) Upto Rs. 300/-	165.5% of pay subject to a minimum of Rs. 35/- +148% of pay and a maximum of Rs. 494/-.
	(ii) above Rs. 300/- upto Rs. 400/-	Rs. 62/- +144% of pay
	(iii) above Rs. 400/- upto Rs. 800/-	123.5% of pay subject to a minimum 15.5% of pay + Rs. 576/-.

1	2	3
	(iv) above Rs. 800/- upto Rs. 900/-	Rs. 100/- +111% of pay
	(v) above Rs. 900/- upto Rs. 1000/-	Rs. 127/- +108% of pay
	(vi) above Rs. 1000/- upto Rs. 2000/-	Rs. 1207/-

The noticeable features of the Central Government D.A. Scheme are therefore that there are fixed amount called Dearness Allowance and a variable amount called Additional Dearness Allowance which varies at short intervals with rise in the A.I.C.P.I. Nos. and which is linked both with pay and rise in the cost of living.

82. The significant feature of Industrial D.A. Scheme is that it is not linked to the salary or wage but only to the rise in the level of Consumer Price Index. It ensures full neutralisation at the lower levels. Dearness Allowance of fixed amount is paid at a certain index level and Dearness Allowance of variable amount is paid with the rise of index level of 1.65 per point from April, 1983. Before that the per point rise was Rs. 1.30. Variable D.A. is payable at Rs. 1.30/1.65 per point rise in Consumer Price Index beyond 272. Variable D.A. is the same at all the stages of basic pay in all the basic scales. This is the distinguishing feature of Industrial D.A. Scheme as compared to Central Government D.A. Scheme.

83. It is an undisputed fact that there are seven grades of workmen, viz., M, L-I, L, K, J, I, H in the different units and in the Head Office/Marketing Division under the IFFCO. The pay scales of the same grades, unrevised in the case of Kalol workmen and revised in the case of workmen of other units as on 1-7-1983 can be seen from the Comparative Statement of scales of pay, D.A. and fringe benefits drawn by workmen of Kalol unit vis-a-vis by the workmen of other units, vide Ext. M-55 at pages 318-322 of Documents File No. 1. The copy of Ext. M-55 is Annexure-A to this award. This statement shows that at lower levels of pay the Kalol workmen get less D.A. under Central Government D.A. Scheme and less fringe benefits in as much as Central Government D.A. is linked with pay and rise in the cost of living and the fringe benefits are calculated on the percentage of basic pay. The difference in rates of D.A. as on 1-11-1983 paid to Kalol workmen and to the workmen of other units of IFFCO may be seen from the statement Ext. M-64 (at page 474 of Documents File No. II). The copy of Ext. M-64 is made Annexure-B to this award. It shows that at the level of basic pay between Rs. 210 to Rs. 300 (unrevised) Central Government D.A. will be less beneficial than Industrial D.A. and that at higher level of basic pay Central Government D.A. is more beneficial in relation to the amount of money.

84. In the statement of claim filed by the Sangha representing the Kalol workmen and the Phulpur workmen it has been claimed that the Central Government D.A. or the Industrial D.A. which would be favourable and beneficial to the workmen, should be made applicable and WW7 Mr. Jaiswal while giving evidence for the Phulpur workmen has stated, "What we have demanded is payment of Central Government D.A. or Industrial D.A. whichever is more favourable to the workmen". WW-8 Mr. A. J. Das while deposing for the Kalol workmen has not clearly stated so in his evidence although their statement of claim has made such claim as already mentioned. WW-8 Mr. Das has stated in his evidence as follows : "The Industrial D.A. Scheme as on today is not acceptable by the workmen of Kalol unit as it is not favourable according to me and I cannot commit whether the workmen of Kalol unit will or will not accept Industrial D.A. Scheme if it would become favourable as on today".

85. In reply to IFFCO's question to WW-8 Mr. Das that overwhelming majority of the workmen of the Kalol Unit are demanding the replacement of Central Government D.A. by Industrial D.A., WW-8 Mr. Das reply in his evidence

is as follows: "It is not absolutely correct. I say that all workmen of Kalol unit excepting couple of some office bearers of the Mazdoor Sabha are demanding the Central Government D.A. Scheme".

86. It has already been shown that Industrial D.A. is more favourable and beneficial to those workmen of Kalol unit who are in the lower level scale of basic pay, WW-8. Mr. Das himself has admitted in his evidence that some members of Mazdoor Sabha who are also Kalol workmen are demanding Industrial D.A.

87. There is no dispute to the fact that there are two unions since 1985 amongst the Kalol workmen of IFFCO. It is also an undisputed fact that total strength of Kalol workmen is 740. According to the evidence of WW-8 Mr. Das, the strength of the IFFCO Karamchari Sangh is 560 and the said members include the permanent workmen as also the contract labour. WW-8 Mr. Das has again admitted in his cross-examination at page 10 that as per the membership register and the annual return, the strength of the members of IFFCO Karamachari Sangh in Kalol unit as on December, 1985 is 497, although he stated earlier that the strength was 560. His evidence at page 10 of cross-examination shows that out of the said 497 members, 85 to 90 were contract labour. So it appears that the IFFCO Karamachari Sangh has got only 410 permanent workmen as members. The other union viz. IFFCO Mazdoor Sabha which satirred in 1985 has about 200 workmen. The IFFCO Mazdoor Sabha was allowed to participate in the proceedings of the reference as Intervener and it has submitted its written argument to the effect that all members of the IFFCO Mazdoor Sabha are demanding the conversion of Central Government D.A. to Industrial D.A. which is more favourable to them. The IFFCO Mazdoor Sabha has the substantial workmen as its members out of the total workmen of 740.

88. In the circumstances as mentioned above, it cannot be said that the IFFCO Karamachari Sangh having no doubt the major portion of the workmen as its members has the exclusive right to have its say about all the workmen of 740 in the matter of dearness allowance. The IFFCO Karamachari Sangh of Kalol unit could not file any written decision of its members for the continuance of the Central Government D.A. Scheme although Mr. Das (WW-8) as General Secretary of the Sangh has stated in his evidence that a decision was taken in the General Body meeting not to change the Central Government D.A. and that no resolution was passed. From the materials in the record, it appears that a substantial portion of the Kalol workmen which is a bit on the higher side claims for the retention of the Central Government D.A. and again a substantial portion of the Kalol workmen which is a bit on the lower side claims for conversion of Central Government D.A. Scheme to Industrial D.A. Scheme. It has already been shown that Industrial D.A. is more favourable and beneficial to those workmen who are in lower-level grades of the scale of pay. From the comparative chart showing the difference in the amount of D.A. between the workmen drawing the Central Government D.A. and the workmen drawing the Industrial D.A. as filed by the parties it appears that the workmen of the higher grades of basic pay will be looser if they switch over to Industrial D.A. Scheme from the Central Government D.A. Scheme but their number is considerably less in contrast to the total workmen.

89. This Tribunal presided over by Mr. Justice Amitabha Dutta in its interim award dated 29-1-1987 has given a finding to the effect that workmen's demand that each individual workmen of Kalol and Phulpur units should be paid either Industrial D.A. or Central Government D.A. whichever is more beneficial to him, is not feasible or acceptable. The Kalol workmen and the Phulpur workmen will therefore have to make a choice for either of the two schemes. The principle of maintaining the different D.A. Schemes in the Maingon Dock Ltd. (M.L.D) case as laid down in the Writ Petition No. 819 of 1985 of the Bombay High Court, in view of the existence of different D.A. scales in respect of different classes of workmen, from long before, and as relied on by Mr. Mehta for the Sanghas, cannot be made applicable in the instant case where Kalol workmen and Phulpur workmen are

under one kind of D.A. Scheme—from before, that is, Central Government D.A. Scheme in the case of former and Industrial D.A. Scheme in the case of latter.

90. As per the Settlement of 1979, the Phulpur workmen are on Industrial D.A. Scheme. The terms of the said settlement commencing from 1-7-1977 ended on 30-6-1982. The workmen of Kandla unit and of Head Office/Marketing Division of IFFCO are also on Industrial D.A. Scheme from 1-7-1977 on the basis of the second Settlement of 1979 and Third Settlement of 1985. All workmen of IFFCO except the Kalol workmen are on the Industrial D.A. Scheme. It is an undisputed fact that 80 per cent of the total workmen of IFFCO including Phulpur workmen are on Industrial D.A. Scheme. It has already been stated that Phulpur workmen have claimed the change in the pattern of D.A. Scheme in their written statement filed in connection with the charter of demands in the reference.

91. Under section 19(2) of the Industrial Disputes Act, 1947, the settlement between the employer and the workmen shall be binding for such period as is agreed upon by the parties and shall continue to be binding on the parties after the expiry of the period aforesaid, until the expiry of two months from the date on which a notice in writing of an intention to terminate the settlement is given by one of the parties to the other party or parties to the settlement. It is nobody's case that any party to the settlement of 1979 reached between the IFFCO and Phulpur workmen gave any notice of an intention to terminate the settlement even after the expiry of the term of the settlement of 1979 on 30-6-1982. The terms of the settlement which expire on the expiry of the period of settlement still remain in force binding the parties until the same are replaced by another settlement or award. It is also the settled principle of law that even after the termination of the settlement by issue of the notice of intention to terminate the settlement, as enjoined in section 19(2) of the Act, the settlement will continue to have its effect as a contract between the parties until the contract in the form of the said settlement is replaced by another contract/settlement or award. The decision in the case of South Indian Bank Vs. Chako reported in 1964(1) LLJ 19 is relied on.

92. Phulpur workmen have no doubt claimed the change in the pattern of Dearness Allowance under this reference with a prayer that Industrial D.A. or Central Government D.A. whichever is favourable to the workmen should be given. It has already been stated and shown that Phulpur workmen could not establish that there were anomalies, mistakes or errors in the settlement of 1979 on the basis of which they intentionally and with full knowledge accepted the Industrial D.A. Scheme in place of Central Government D.A. Scheme, to make them entitled to the conversion of Industrial D.A. Scheme to Central Government D.A. Scheme. I therefore, find no justification in the demand of Phulpur workmen for replacing the Industrial D.A. Scheme by Central Government D.A. Scheme on the basis of this Reference.

93. It has already been shown that Sangha representing the Kalol workmen also in the settlement of claim demanded the Central Government D.A. or Industrial D.A. whichever is favourable to their workmen. In evidence, the Sangh has however not claimed so. The evidence has however shown the claim of Kalol workmen belonging to the Sangha to continue in the Central Government D.A. Scheme. It has been shown already that IFFCO Mazdoor Sabha representing a substantial portion of Kalol workmen has demanded for replacing the Central Government D.A. Scheme by Industrial D.A. Scheme. It has also been shown that Industrial D.A. Scheme is beneficial to the workmen of the lower level grades of basic pay. It is desirable that the scale of pay and the D.A. pattern should be uniform amongst all the workmen of IFFCO to maintain healthy atmosphere amongst the workmen and to remove the slightest possibility of any heart-burning amongst the workmen of IFFCO as a whole because of any discrimination in the scale of pay and the pattern of D.A. so that industrial amity is maintained for the ultimate goal of the maximum production. More than 80 per cent workmen of IFFCO are on the Industrial D.A. Scheme. Out of the remaining near about 20 per cent workmen in Kalol unit, a

substantial portion claims for replacing the Central Government D. A. Scheme by Industrial D. A. Scheme. In pursuance of Government of India, Finance Ministry's letter Ext. M-34, for switching over to Industrial D. A. Scheme, IFFCO could persuade more than 80 per cent of its entire workmen to accept the Industrial D. A. Scheme by settlement with them but could not succeed in the case of a small percentage of workmen in Kalol unit and accordingly no settlement could reach between the IFFCO and Kalol workmen after 30-6-1977. The enclosure to the said letter of the Government of India has shown that 137 Public Undertakings have already switched over to Industrial D. A. Scheme. WW-8 Mr. Das has sated in his evidence that he does not know whether any fertiliser company in India pays the Central Government D. A. to its workmen. It should also be noted that Central Government employees under Central Government D. A. Scheme are not paid all the fringe benefits which are available to IFFCO workmen, and that the category-wise pay scales of all the workmen of IFFCO are higher than what are in the case of Central Government employees. Such being the position, the demand of some Kalol workmen for continuance of Central Government D.A. Scheme together with revision of scale of pay and other fringe benefits as are available to the workmen of other units of IFFCO does not appear to be appropriate and proper. I therefore adjudicate in consideration of all the facts and circumstances that the Central Government D.A. Scheme prevalent in Kalol unit be replaced by Industrial D. A. Scheme in relation to the Kalol workmen.

94. Now a question may arise whether the Tribunal has been empowered under the reference to change the scheme of D.A. in relation to the workmen of Kalol unit and Phulpur unit. There is no dispute to the position in law that the Tribunal cannot go beyond the reference and that the Tribunal will have to adjudicate on the issues/demands raised in the reference. The demand No. 2 with regard to the dearness allowance in the reference together with the statement of claims as filed by the workmen in support of such demand and the written statement as filed by the employer in relation to such demand will determine the scope of the demand No. 2 referred to the Tribunal for adjudication. On perusal of the written statements as filed by both parties, with reference to the context of dearness allowance as per the demand No. 2 of the Reference, I find that the Scheme of D.A. is very much involved in the said demand No. 2. The Tribunal therefore has the power to adjudicate on the Scheme of D.A. while adjudicating on the demand No. 2 in connection with the revision of the existing rates of D.A.

Application under section 33(1) of the I.D. Act for permission to change the service conditions.

95. Mr. Kapoor appearing for the IFFCO while making his submission in connection with the maintainability of the IFFCO's application under section 33(1) of the Act has however argued that the question of the revision of the D.A. Scheme is not involved in the demand No. 2 of the reference with regard to D.A. and that accordingly the IFFCO had to file the application under section 33(1) of the Act for obtaining express permission in writing from the Tribunal to alter the D.A. Scheme of the Kalol workmen by replacing the Central Government D.A. Scheme with the Industrial D.A. Scheme, as the present Reference involving the dispute on the revision of the existing rates of D.A. has been pending before the National Tribunal and as the proposed alteration in the service condition of the Kalol workmen in the form of replacing the Central Government D.A. Scheme by Industrial D.A. Scheme is in regard to the matter connected with the dispute involved in the pending Reference.

96. Mr. Mehta appearing for the Sangh has however argued otherwise and has submitted that the application under section 33(1) of the Act is not maintainable on the ground amongst others that the proposed alteration of the Central Government D.A. Scheme by Industrial D.A. Scheme is in regard to the subject-matter itself of the dispute of the pending Reference and not in regard to the matter connected

with that dispute.

97. I have already shown that the demand in the Reference and the written statements filed by both parties in connection with the demand have proved that the dispute involved in the pending Reference is in regard to the revision of the existing rates of D.A. including the Scheme of D.A. and I have already decided so. Such being the position, the application under section 33(1) of the Act is found to be not maintainable.

98. Besides the above, the application under section 33(1) filed by the IFFCO for altering the service condition of the Kalol workmen by replacing the Central Government D.A. Scheme with the Industrial D.A. Scheme suffers from other material defects in law and accordingly the application does not deserve any order on merit. Chapter-11-A of the Act deals with notice of change in the conditions of service. Section 9A under this chapter speaks of notice of change.

The relevant portion of section 9A is quoted here :—

"9A Notice of change—No employer who proposes to effect any change in the conditions of service applicable to any workmen in respect of any matter specified in the Fourth Schedule, shall effect such change,

(a) without giving to the workmen likely to be affected by such change a notice in the prescribed manner of the nature of the change proposed to be effected; or

(b) within twenty-one days of giving such notice;

Provided that no notice shall be required for effecting any such change —

(a) where the change is effected in pursuance of any settlement or award; or"

Clause (b) to the proviso is not quoted here as it is not relevant for our purpose.

"Other allowance" mentioned in the Fourth Schedule to the Act means also the dearness allowance.

99. The notice under section 9A is therefore mandatory, to effect the change in the pattern of D.A. of the workmen where such change is desired to be effected otherwise than by settlement or award. The application under section 33(1) does not end in making the award. The scope of section 33(1) of the Act is to lift or remove the bar debarring the employer to alter the conditions of service of the workmen without express permission in writing from the Tribunal in regard to any matter connected with the dispute involved in the reference pending before that Tribunal during the pendency of that reference. It is an undisputed fact that IFFCO has not issued any notice under section 9A of the Act. If Mr. Kapoor's argument to the effect that neither party has sought in the reference the change in the D.A. Scheme and that the reference does not cover the dispute on the change of D.A. Scheme is accepted, then the IFFCO merely by filing the application under section 33(1) without issuing the notice under section 9A of the Act cannot change the D.A. Scheme of the Kalol workmen and in such a case the IFFCO cannot obtain the express permission in writing under section 33(1) of the Act from this Tribunal to effect the change in the D.A. Scheme.

100. It is an undisputed fact that the Sangh representing the Kalol workmen issued the notice dated 8-11-1978 Ext. M-11 to IFFCO intimating its intention to terminate the settlement of 1975 with effect from January, 1979. Mr. Mehta while drawing my attention to the principles of law as laid down in the case of Mangaldas Narandas vs Payment of Wages Authority reported in 1957 (II) LLJ 256 and to the case of South Indian Bank vs. Chacko reported in 1964 (I) LLJ 19 has submitted that the termination of an award by notice under section 19(6) does not terminate the contract created by the award and the obligations under such contract can be altered by a fresh contract or a fresh

award. He has further submitted that even otherwise if an award has ceased to be in operation or in force and has ceased to be binding on the parties under the provisions of section 19(6) it will continue to have its effect as a contract between the parties that has been made by industrial adjudication in place of the old contract. The decisions as reported in the aforesaid cases support the submission of Mr. Mehta. According to Mr. Mehta, the same principle of law as enunciated in respect of the award terminated under section 19(6) will be applicable to the settlement terminated under section 19(2) of the Act. I agree to his such view. Such being the position, mere application under section 33(1) cannot effect the change in the condition of service settled by the settlement of 1975 in the case of Kalol workmen without getting such settlement altered and proposed change will have to be effected either by fresh settlement or by award on adjudication. The application under section 33(1) of the Act therefore stands the merit of rejection in all aspects of the matter and I do so.

101. I have however shown that both employer and workmen to the present reference have sought for an adjudication on the revision in the existing rates of Dearness Allowance including the Scheme of Dearness Allowance and the demand No. 2 of the reference also suggests so. This Tribunal is therefore empowered to adjudicate upon the dispute involving the scheme of Dearness Allowance also.

102. In view of what has been discussed above with regard to the demand No. 1 about the revision of the basic scale of pay and the demand No. 2 about the revision of the existing rates of Dearness Allowance, I have come to the decision that both Kalol workmen and Phulpur workmen are entitled to get the revision in their respective basic scale of pay and that the existing Central Government Dearness Allowance Scheme of the Kalol workmen should be replaced by Industrial Dearness Allowance Scheme and that the existing Industrial Dearness Allowance Scheme of the Phulpur workmen should not be replaced by the Central Government Dearness Allowance Scheme and should continue as it is.

Rates of revised wage-structure and the date from which the same should be effective.

103. Now the question for consideration is what should be the scale of pay for the Kalol workmen and Phulpur workmen and the same should be effective from which year. Similarly, it will have to be considered also from which year the Kalol workmen must switch over to Industrial Dearness Allowance Scheme. I have already stated that Mr. Mehta has expressed at the time of his oral argument before me that the basic pay scale of the workmen of all the units under the IFFCO should be the same and uniform. I have also stated that Mr. Kanoor in his submission has also desired the same provided that the Dearness Allowance Scheme of the workmen of all the units becomes the same. I have already given the decision that the Kalol workmen which so long did not switch over to the Industrial Dearness Allowance Scheme, will have to do so on the basis of the adjudication in this Reference. So there remains no more any bar to the Kalol workmen to come under the revised scale of pay as has been given to the workmen of Kandla Unit and of Head Office/Marketing Division, Delhi by the Third Settlement of 1985. Similarly the Phulpur workmen which will continue in the Industrial Dearness Allowance Scheme on the basis of the adjudication in this Reference should get the revised scale of pay.

104. The Third Settlements of 1985 reached between the Kandla workmen and IFFCO and between the workmen of Head Office/Marketing Division, Delhi and IFFCO have revised the basic pay scale in the following manner with effect from 1-7-1982 as per the Award Part—I in the present Reference made on 17-1-1986 by this Tribunal presided over by Mr. Justice N. G. Chowdhury :

M 551-10-605-11-649.
L-1 535-11-634-12-670
L 595-12-715-17-800.
K 660-17-830-22-940

J 755-28-895-33-1093.

I 930-40-1130-45-1355.

H-1 1080-55-1355-60-1595.

H-2 1080-55-1355-60-1655.

Although the aforesaid Third Settlement of 1985 with Kandla workmen and the workmen of Head Office/Marketing Division expired on 30-6-1986 as per the settlement, the terms of the said settlement have however remained in force in view of the clause in the respective settlement to the effect that notwithstanding the expiration of the period of validity of the settlement, it shall continue to be in effect thereafter until amended by mutual agreement or terminated by the workmen/union or IFFCO management by written notice of at least two calendar months to the other party. There is no evidence that any such mutual agreement has reached between the parties or any notice of intention to terminate the settlement has been issued by any party.

105. Kalol workmen and Phulpur workmen therefore should come under the aforesaid scale of pay in place of the present scale of pay. The question as to from which date, the aforesaid scale of pay should be applicable to Kalol workmen and Phulpur workmen will be discussed later on.

106. Mr. Mehta has submitted at the time of his argument that this Tribunal presided over by me should not be bound by the settlement of 1985 which were incorporated in Award Part—I in relation to Kandla workmen and the workmen of Head Office/Marketing Division, Delhi, while considering the case of Kalol workmen and Phulpur workmen in view of the direction given by the Hon'ble Supreme Court in its order dated 20th October, 1986 in Civil Appeal No. 3944 of 1986. The Hon'ble Supreme Court in the said order has observed as follows : "So far as the application for interim relief as also the adjudication of the main dispute is concerned the National Industrial Tribunal will give its decision without in any manner being bound by any observation made in the order dated 8th January, 1986 or in the Award dated 17th January, 1986. The dispute raised on behalf of the petitioner—Union as also the application for interim relief will be disposed of by the Tribunal on merits.

107. According to the direction of the Hon'ble Supreme Court I should not be bound by the observation made by the Presiding Officer Mr. Justice N. G. Chowdhury (since deceased) in his order dated 8th January, 1986 or in the Award dated 17th January, 1986. The Supreme Court has however not forbidden this Tribunal to look into the Third Settlement of 1985 reached between the IFFCO and Kandla workmen and between IFFCO and the workmen of Head Office/Marketing Division, Delhi, while adjudicating the case of Kalol workmen and Phulpur workmen. It will not be in the interest of justice to keep my eyes shut upon the aforesaid settlements of 1985 while considering the case of Kalol workmen and Phulpur workmen, keeping in mind that wage-structure of the workmen of all the units of IFFCO should be uniform.

108. Be that as it may, I have already come to the decision that the Kalol workmen and Phulpur workmen should come under the revised scale of pay as is being given to the Kandla workmen and to the workmen of Head Office/Marketing Division Delhi as per the settlement of 1985. I have also given a decision that Kalol workmen would have to switch over to Industrial Dearness Allowance Scheme along with that revised scale of pay. The question now is from what date Kalol workmen and Phulpur workmen should get the revised scale of pay. Kalol workmen have demanded the revised wage structure with effect from 1-7-1977 and Phulpur workmen have demanded the same with effect from 1-7-1982.

109. There is no dispute to the fact that the Charter of demands out of which the present Reference has arisen were made in the middle of July, 1983. In the statement of claim filed by the Sanhas, it has been specifically mentioned in paragraph 36 that in their claim made in the letter dated

15-7-1983, retrospective effect was claimed from 1-7-1983 on behalf of the workmen of Phulpur plant. Mr. Mehta for the Sanghas, in his fairness has submitted at the time of his oral argument that the Phulpur workmen should get the revised wage-structure with effect from 1-7-1983 when such demand has been made in the statement of claim.

110. Mr. Mehta has however submitted that Kalol workmen should get the revised wage-structure with effect from 1-7-1977 as their wage-structure has undergone no change since 1-7-1977 and as they have made their consistent demand in this respect both in the statement of claim and in deposition. Mr. Mehta has further submitted that the Kalol workmen served a charter of demand on the management of IFFCO for revision of wages etc. in 1978 giving rise to the industrial dispute which was referred to the State Tribunal for adjudication, and that the said State-Tribunal reference got quashed because of the present Reference in the National Tribunal and that accordingly Kalol workmen should get the revised wage structure with effect from 1-7-1977. Mr. Mehta has further submitted that in the facts and circumstances of each case, the Tribunal in its judicious discretion may give the retrospective effect of revised wage-structure from a date prior to the date of demand while allowing the revised wage-structure and in support of his such submission, he has relied on the decision reported in 1969(I) LLJ 713 [Metro (Engineers) (Private) Ltd. and their workmen] and the decision reported in 1969(II) LLJ 398 at 405 [Workmen of Orient Paper Mills Ltd. and Orient Paper Mills Ltd.]

111. Mr. Kapoor appearing for the IFFCO on the other hand has submitted that revised wage-structure should be given from the date of fresh demand out of which the present Reference in the National Tribunal has arisen, that is, from 15/16th July, 1983 and not from any date prior to that date. Mr. Kapoor in support of his such submission has relied on the decision reported in 1959 (I) LLJ 431 (Lipton Ltd. and another vs. their employees) and the decision reported in 1960 (II) LLJ 71 (Thagrakhan Collieries (Pvt.) Ltd. and another vs. C.G.I.T., Dhanbad and others).

112. Keeping in view the principles of law as laid down in the above-mentioned decisions, I have given my anxious consideration to the Sanghas' demand for retrospective effect in the matter of revised wage-structure.

113. It has already been shown that Phulpur workmen have claimed to get the revised wage structure with effect from 1-7-1983. The State-Tribunal-reference of 1978 which arose out of Kalol workmen's demand for revision of wage-structure etc. got quashed by operation of law when the Kalol workmen's fresh demand for revision of wage-structure in July, 1983 resulted in the present Reference before the National Tribunal. Kalol workmen's demand for revised wage-structure from 1-7-1977 on the basis of the State-Tribunal reference of 1978 which got quashed by operation of law cannot be entertained in the facts and circumstances of the case.

114. It appears from the Interim Award dated 29-1-1987 in connection with the interim relief, made by Mr. Justice Amitabh Dutta that the interim relief was given with effect from 1-7-1983 to both Phulpur workmen and Kalol workmen and that the said interim Award has remained undisturbed.

115. Having considered all the facts and circumstances of the case and keeping in view the effective date of the Interim Award of Mr. Justice Dutta, I hold that Kalol workmen and Phulpur workmen shall get the revised wage-structure with effect from 1-7-1983. The Kalol workmen shall come under the Industrial Dearness Allowance Scheme with effect from that date also in accordance with my earlier findings.

116. The revised scale of pay for the Kalol workmen and Phulpur workmen with effect from 1-7-1983 shall be as follows :—

Grade	Present scale of Kalol workmen	Present scale of Phulpur Workmen	Revised Scale
M	210-8-314	270-8-374	515-10-605-11-649
L-1	225-9-333	290-9-398	535-11-634-12-670
L	290-10-390-15-480	350-10-450-15-525	595-12-715-17-800
K	350-15-500-20-600	410-15-560-20-660	660-17-830-22-940
J	440-25-565-30-715	505-12-630-30-810	775-28-895-33-1093
I	600-35-950	665-35-1015	930-40-1130-45-1355
H-1	750-50-1200	815-50-1265	1080-55-1355-60-1595
H-2	750-50-1200	815-50-1315	1080-55-1355-60-1655

Besides the above-mentioned grades if there have been created grades like N and J-1 in respect of the workmen of Kalol unit and Phulpur unit as in Kandla unit, and such grades are in existence in Kalol and Phulpur units from 1-7-1983 or from any other date subsequent thereto, then the workmen of those two grades in Kalol and Phulpur units will get the following revised scale of pay from 1-7-1983 if the said two grades are in existence from 1-7-1983 or from the date of subsequent thereto when the said two grades were introduced in Kalol unit and Phulpur unit.

N—450-8-584.

J-1-690-17-825-22-980.

Dearness Allowance shall be paid to all the workmen of Kalol unit and Phulpur unit on the revised pay scales as per the Industrial Dearness Allowance Scheme with effect from 1-7-1983 onwards in two parts, namely, Fixed Dearness Allowance and Variable Dearness Allowance. Fixed Dearness Allowance shall be paid at the rates as have been paid to the workmen of Kandla unit and to the workmen of Head Office Marketing Division, Delhi from 1-7-1983 onwards.

117. Variable Dearness Allowance shall be paid at the present rates depending upon the Cost of Living Index for All India Consumer Price Index for Industrial workmen as applicable to Kalol area for Kalol workmen and to Phulpur area for Phulpur workmen (Base 1960=100) beyond 272 points to 492 points at the rate of 1.30 per point and at the rate of 1.65 per point beyond 492 points, to be adjusted quarterly. If the Government of India revises the neutralisation rate for Public Sector Undertakings, then this rate shall stand modified as per the Government of India's decision on the subject and will be applicable from such date as may be decided by the Government of India.

118. Fixation of Basic pay of all the workmen of Kalol unit and Phulpur unit shall be done on point to point basis. The pay of the workmen who have been promoted on or after 1-7-1983 will be first fixed in the corresponding revised scales of old post with reference to their pay as on 1-7-1983 in the then existing scale and thereafter their pay will be fixed in the promoted scales as per rules for pay fixation on promotion with adjustment of special/personal pay/Dearness Allowance, if any admissible in the pre-promoted scale.

119. Some percentage of Kalol workmen who are in the higher level of grades may get lesser amount in their total pay because of their switching over to Industrial Dearness Allowance Scheme for 1-7-1983. The difference between the pre-revised Basic Pay plus Central Government Dearness Allowance as admissible to such Kalol workmen on 30-6-1983

and the revised Basic pay plus Industrial Dearness Allowance in terms of the decision in the present reference, shall have to be protected for 'sometime' for the interest of those Kalol workmen, as the Special Dearness Allowance, and the same should be allowed to be adjusted to the future increments of those workmen after the expiry of the said "some time". The question now is that the said "some time" is for how many years. The IFFCO in their written statement has admitted that it will protect the aforesaid difference to be adjusted to future increments. I have given my anxious consideration to the loss that might be suffered by those affected Kalol workmen because of their switching over to the Industrial Dearness Allowance Scheme as per the decision in this Reference, arrived at by this Tribunal keeping in mind that the wage-structure of the workmen of all the units of IFFCO should be uniform and that some way should be found out to maintain the good relation between the employer and employees for preservation of peace and amity in the industry with the aim of maximum production, and I hold that the ends of justice demand that the difference between the pre-revised Basic pay + Central Government Dearness Allowance as admissible to such Kalol workmen upto 30-6-1983 and the revised Basic pay + Industrial Dearness Allowance should be protected as Special Dearness Allowance for 6 (six) years from 1-7-1983 or till retirement of the affected Kalol workmen whichever is less and thereafter shall be adjusted to future increments of those workmen. This Tribunal has come to this conclusion keeping in view that the said Kalol workmen have suffered agony and anxieties from 1-7-1977 and that this Tribunal has rather compelled them by this award to switch over to Industrial Dearness Allowance Scheme in spite of their insistence for remaining under the Central Government Dearness Allowance Scheme which was once given to them by the IFFCO management.

120. The Interim Relief awarded by Mr. Justice Dutta by the Interim Award dated 29-1-1987 shall be adjusted to the revised wage-structure as finally awarded.

Decision of Demands of the Reference.—The demand No. 1 and the demand No. 2 are disposed of accordingly.

121. The General Secretary of Kalol IFFCO Karmachari Sangh and the General Secretary of Phulpur IFFCO Karmachari Sangh filed the joint petition dated 5-1-1989 at the time of argument on the case, stating that they had decided not to press the following demands of the Reference :

Demand No. 9.—Whether conveyance allowance should be revised ? If so from what date and with what details ?

Demand No. 10.—Whether workers performing jobs of other grades should be paid acting allowance in addition to their own grade pay. If yes, from what date and with what details ?

Demand No. 12.—Whether the workers are entitled for short leave ? If so, the details thereof.

Demand No. 15.—Whether the existing rate of Contributory Provident Fund should be revised ? If so, from what date and with what details ?

Demand No. 16.—Whether the job classification of each workmen should be done in consultation with the Union ?

Demand No. 18.—Whether the House Building Loan Scheme should be formulated in consultation with the Union ?

The above-mentioned demands having not been pressed, do not call for any adjudication from this Tribunal and they stand rejected as not pressed.

122. The said two General Secretaries of the Kalol IFFCO Karmachari Sangh and the Phulpur IFFCO Karmachari Sangh by their another joint petition of the same date i.e. 5-1-1989 have stated that in respect of the following demands the Sanghs are willing to accept the terms and conditions as laid down in the Second Tripartite Settlement and Third

Tripartite Settlement in the case of Kandla workmen and from such dates from which the said demands were made operative for Kandla workmen.

Demand No. 4.—Whether Leave Travel Concession should be revised ? If so, from what date and what other details ?

Demand No. 7.—Whether the workers handling cash should be paid cash handling allowance ? If so, from what date and with what details ?

Demand No. 11.—Whether there should be any change in the number of days of earned leave, sick leave, casual leave and paid holidays to which a worker is entitled ? If so, the details thereof.

123. Mr. Kapoor for the IFFCO has submitted that demand Nos. 4 and 7 may be allowed on the terms and conditions as laid down in 3rd Tripartite Settlement with Kandla workmen and that demand No. 11 may be allowed on the terms and conditions as laid down in the Second Tripartite Settlement with Kandla workmen as Kandla workmen have withdrawn their demand regarding 'Leave' by Third Tripartite Settlement and agreed to the continuance of Second Tripartite Settlement in this respect. Upon considering the Sangha's joint petition in respect of the demand Nos. 4, 7 and 11 and the submission of Mr. Kapoor, I hold that the Kalol workmen and Phulpur workmen shall get the aforesaid demands from 1-7-1983 on the terms and conditions as were allowed to Kandla workmen on the basis of the settlements reached between the Management of IFFCO and Kandla workmen.

124. In the aforesaid joint petition dated 5-1-1989 of both the Sanghas, it has been further stated that the Sanghas are willing to accept the terms and conditions prescribed under the settlement dated 2nd March, 1987 reached between G.N.F.C. and G.N.F.C. employees Union in respect of the following demands on and from the dates from which the demands were made effective :

Demand No. 3.—Whether existing rate of working allowance should be revised ? If so, from what date and with what details ?

Demand No. 5.—Whether the existing rate of house rent allowance should be revised and whether the rate of deduction of house rent in the case of workers living in houses provided by IFFCO should be revised ? If so, from what dates and with what details ?

Demand No. 8.—Whether shift allowance should be revised ? If so, from what date and with what details ?

125. Mr. Kapoor, the Learned Advocate for the IFFCO has submitted that G.N.F.C. is not a comparable unit and that accordingly the rates as regards the demands Nos. 3, 5 and 8 as per the settlement dated 2-3-1987 reached between G.N.F.C. and G.N.F.C. Employees' Union should not be made applicable to the workmen represented by the Sanghas. I have already shown that G.N.F.C. is not a comparable unit. So I accept the submission of Mr. Kapoor in this respect. Upon due consideration of all the facts and circumstances and keeping in view the maintainability of uniformity amongst the workmen of IFFCO, I hold that demand No. 3 (Washing allowance), demand No. 5 (House Rent Allowance and rate of deduction) and demand No. 8 (shift allowance) be allowed with retrospective effect from 1-7-1983 on the terms and conditions as laid down in the Third Tripartite Settlement of 1985 with Kandla Workmen.

126. The other demands of the Reference requiring the decision of the Tribunal are considered as under :

Demand No. 6.—Whether the date of City Compensatory Allowance should be revised ? If so, from what date and with what details ?

Mr. Mehta for the Sanghas has submitted that Rs. 100 should be paid to every workmen of Kalol and Phulpur units as the City Compensatory Allowance. Mr. Kapoor for the IFFCO submits that the City Compensatory Allowance

should be paid according to the slab of pay. I find no justification in the demand of Mr. Mehta. The City Compensatory Allowance on the revised pay with effect from 1-7-1983 shall be paid to the Kalol and Phulpur workmen according to the slab of pay at the rates as per the terms and conditions as may be sanctioned by the Government of India to their employees from time to time.

Demand No. 13.—Whether the workers should get their annual increments beyond the maximum of their scales of pay? If so, from what date and with what details?

This demand No. 13 has not been pursued and pressed at the time of hearing of the Reference by Mr. Mehta appearing for the Sanghas and accordingly this demand No. 13 stands rejected as not pressed.

Demand No. 14.—Whether the workers should be allowed re-imbursement of medical expenses incurred on their brothers and sisters? If so, the details thereof.

This demand No. 14 has also not been pursued and pressed at the time of hearing of the Reference by Mr. Mehta appearing for the Sanghas. Accordingly this demand No. 14 also stands rejected as not pressed.

Demand No. 17.—Whether the retirement age of workers should be increased to 60 years? Whether a retirement scheme should be formulated in consultation with the Union?

Clause 9.0 of the IFFCO Service Rules deals with retirement policy and it enjoins that retirement or superannuation shall be at the age of 58 years. It is true that in clause (3) under schedule I-B of the Industrial Employment (Standing Orders) Central Rules, 1946 before its amendment by the Industrial Employment (Standing Orders) Central (Amendment) Rules 1984, it was laid down as follows :

“(3) Age of Retirement.—The age of retirement or superannuation of a workman shall be as may be agreed upon between the employer and the workmen under an agreement or as specified in a settlement or award which is binding on both the workmen and the employer. Where there is no such agreed age, retirement or superannuation shall be on the completion of 60 years of age by the workmen.”

The Industrial Employment (Standing Orders) Central (Amendment) Rules 1984 have amended the clause (3) under the Schedule I-B of the Industrial Employment (Standing Orders) Central Rules 1946 by substituting the figure ‘60’ by the figure ‘58’. So the age of retirement or superannuation of a workman is 58 years under the statutory Rules and the same cannot be enhanced to 60 by any adjudication against the Rules. The demand No. 17 accordingly fails and stands rejected.

127. The award on the charter of demands as discussed above is made accordingly in respect of the Reference No. NT-2 of 1984.

128. The application under section 33(1) of the Industrial Disputes Act, 1947 filed by the management of IFFCO stands rejected in view of my earlier findings, in connection with the said application.

This is my final award.

Dated, Calcutta,

The 28th June, 1989.

SUKUMAR CHAKRAVARTY, Presiding Officer

[No. L-51016/183-I & E (SS)]

JAYALAKSHMI JAYARAMAN, Dy. Director

ANNEXURE ‘A’

Comparative Statement of the Benefits being drawn by the Kalol workmen as against other workmen of Kandla, Phulpur, Marketing, Head Office as on 1-7-83 onwards

1. PAY SCALES

Grade	IFFCO Kalol	IFFCO Kandla/Phulpur/Marketing & H.O.
M	210-8-314	270-8-374
L-1	225-9-333	290-9-398
L-1	290-10-390-15-480	350-10-450-15-525
K	350-15-500-20-600	410-15-560-20-660
J-1	—	440-15-560-20-700
J	440-25-565-30-715	505-25-630-30-810
I	600-35-950	665-30-1015
H-2	—	815-50-1265 (O.T. Category)
H-1	750-50-1200	815-50-1315 (Non O.T. Category)

2. Dearness Allowance

Dearness Allowance Payable as per Central Govt. rates & rules

Basic Pay	D.A. + ADA as on 1-7-83 onwards
Minimum Rs. 210/-	Rs. 305.60
On basic Rs. 1000/-	Rs. 1030.00
Maximum Rs. 1200/-	Rs. 1030.00

Dearness Allowance Payable as per Industrial D.A. pattern i.e. fixed D.A. as well as variable D.A.

(i) Fixed Dearness Allowance at AICPI 272 points :—	
Minimum Fixed D.A.	Rs. 120.00
Maximum Fixed D.A.	Rs. 366.40

(ii) Variable Dearness Allowance :—
Variable D.A. is payable at variable rates depending upon the cost of living index of All India Consumer Price Index for Industrial Workers (AICPIIW) (Base 1960-100) beyond 272 points at the Rate of Rs. 1.30 per point on quarterly basis for rise or fall of every point beyond 272 points. Variable D.A. is same at all the stages of basic pay in all the scales.

Basic	D.A. as on				
	1-7-83	1-10-83	1-1-84	1-4-84	1-7-84
Minimum Rs. 270/-	415.10	443.70	478.86	493.10	495.70
Maximum Rs. 1315/-	661.50	690.10	725.20	739.50	742.10

3. House Rent Allowance

Class of Cities	Rate of H.R.A.	Class of Cities	Rates of H.R.A.
(a) Delhi, Bombay, Calcutta	30% of existing Basic Pay	(a) Delhi, Bombay, Calcutta	30% of existing basic pay
(b) State capitals	20% of existing basic pay	(b) State capitals	20% of existing basic pay
(c) Other places	15% of existing basic pay employees posted at Kalol, but residing at Ahmedabad are entitled to draw HRA @ 20% of their existing basic. Employees drawing basic pay upto Rs. 950 are not required to submit rent receipts.	(c) Other places	15% of existing basic pay. Employees are paid additional ex-gratia and of basic pay (in addition to 15%) to compensate for difficult housing problem. Employees drawing basic pay upto Rs. 1315 are not required to submit rent receipt.)

HOUSE RENT DEDUCTION

10% of Basic Pay

10% of Basic Pay.

4. CITY COMPENSATORY ALLOWANCE

Class of cities	Rate of C.C.A.	Class of cities	Rate of C.C.A.
(i) A Class	Below basic Rs. 250/- 6.5% of existing basic subject to a minimum Rs. 12/- Rs. 250 and above : 6% of existing basic subject to a minimum of Rs. 16.20 and maximum of Rs. 75/-	A Class	Below Rs. 250/- 6.5% of existing basic subject to a minimum of Rs. 12/- Rs. 250/- and above : 6% of existing basic subject to minimum of Rs. 16.20 and Max. Rs. 75/-
(ii) B-1 Class	Below Rs. 330/- Basic : 5% of existing basic Rs. 330 and above : 4.5% of existing basic subject to a mini. of Rs. 16.45 and maxi. Rs. 50/-	B-1 Class	Below Rs. 330 and above : 5% of existing basic. Rs. 330 and above : 4.5% of existing basic subject to a mini. 16.45 and max of Rs. 50/-
(iii) B-2 Class	Below Rs. 750/- 3.5% of existing basic subject to a maxi. of Rs. 10/- Rs. 750 and above : Amount by which pay falls short of Rs. 759/-	B-2 Class	Below Rs. 750 3.5% of existing basic subject to a maximum of Rs. 10/- Rs. 750 and above : Amount by which pay falls short of Rs. 759/-
(iv) C Class	No Allowance Employees of Kalol unit but residing at Ahmedabad are paid CCA as per rates applicable to State Capitals.	C-Class	No Allowance

5. WASHING ALLOWANCE

Rate of Washing Allowance
Rs. 9.50 per monthRate of Washing Allowance
Rs. 15.00 p.m.

Washing allowance—Rs. 15/- p.m. as being paid at Kandla/
Phulpar/Marketing & HO is also being paid to Kalol employees
w.e.f. 1-4-82

6. SHIFT ALLOWANCE

Employees working night shift 3rd shift, are being paid shift allowance @ Rs. 2/- per night shift.

Employees working in night shift (3rd shift) are being paid shift allowance — Rs. 4/- per night shift.

7. CONVEYANCE SUBSIDY

NIL

Rs. 20/- p.m. to those employees who have not been provided with office transport either free or on subsidised rates or are not in receipt of conveyance allowance/fixed local travelling expenses in any form and are staying beyond a radius of 5 kms. from their work place.

8. SALARY ADVANCE

Onemonth basic+DA is paid as salary advance once in a 12 month recoverable in 10 equal monthly instalments free of interest.

One month Basic+DA is paid as salary advance once in 12 month free of interest recoverable in 10 equal monthly instalments.

9. CHILDREN'S EDUCATIONAL ASSISTANCE

NIL

Children's Educational Assistance is being paid to employees in accordance with the Government of India Rules subject by adopting the said rules for IFFCO on Mutatis-Mutandis basis.

10. TRANSPORT SUBSIDY FOR SCHOOL/COLLEGE GOING CHILDREN

NIL

Employees whose sons/daughters are studying in schools/colleges are being paid transport subsidy of Rs. 15/- p.m. per child subject to a maximum of 3 children, provided that the children are not availing IFFCO transport for going to school/college or studying in school/college situated within IFFCO colony/premises.

11. LEAVE AND HOLIDAYS

Leave and closed holidays P.A.

Leave and closed holidays P.A.

	Holidays	Casual leave	Earned leave	Sick leave H.P.	Sick leave full pay	Holidays	Casual leave	Earned leave	Sick leave half pay	Sick leave full pay
	10	12	26	20	10	10	14	33	20	10
Restricted	2	—	—	—	—	—	—	—	—	—
Accumulation	—	—	120	180	90	—	—	100	No limit	No limit
Encashment of Earned Leave	Encashment of earned leave									

The workman can encash Earned Leave provided;

- Minimum of 10 days E.L. is applied for and is sanctioned for encashment.
- The number of days of E.L. to be encashed should not be more than the number of days of E.L. actually availed.
- A minimum balance of 10 days E.L. must be left behind to the credit of the workmen.

50% of E.L. earned can be encashed without availing leave provided that a minimum of 10 days balance shall always stand in the employees' availing account after any encashment is done.

12. LEAVE TRAVEL CONCESSION AND TRAVEL ENTITLEMENT

- Home Town : every year for self only
or
once in two years for self and dependent family members.
or
- General : 2000/5000 kms (both ways) in alternate block of two years for self and dependent family members.

- Home Town : Every year for self only
or
Once in two years for self and dependent family members
or
- General : 2000/5000 kms (both ways) in alternate block of two years for self and dependent family members
or
1750 kms (both ways) every year for self and dependent family members on production of certificate by the employee

Class of Entitlement :

1st class : employees drawing basic pay of Rs. 500 and above

Class of entitlement : 1st class : employees drawing basic Rs. 500/- and above.
2nd Class : Employees drawing basic below Rs. 500/-

Class of entitlement : 1st Class Employees drawing basic Rs. 555/- and above.
2nd class : Employees drawing below Rs. 555/-

13. CANTEN SUBSIDY

Canteen subsidy @ 45% in case of meals and 20% in respect of snacks.

- Where the working hours in factories and factory project site are 48 hrs per week, the canteen subsidy has been increased to 50% on all items of food and snacks from 45% in case of meals and 20% in respect of snacks.
- Rs. 45/- p.m. are being paid to the employees where canteen facilities are not available.

14. MEDICAL ASSISTANCE SCHEME

Annual permissible reimbursement ceiling	Details of Scheme	Annual permissible reimbursement ceiling	Details of Scheme
Rs. 500/- p.a.	(a) Reimbursement of actual cost of treatment on production of medical prescription cash memos.	Rs. 100/- p.a.	for a family of 4 or more members
	(b) Reimbursement of cost of X-Rays Pathological tests.	Rs. 750/- p.a.	for a family of 3 members
	(c) Reasonable cost of treatment as an indoor patient.	Rs. 500/- p.a.	for a family of 1 or 2 members employees living in Township/IFFCO colony and they opt to take treatment/ medicines from IFFCO hospitals/ dispensaries, then their entitlement is reduced to half.
	(d) expenses on account of specialist treatment etc.		

Medical Scheme 'A'

- (a) Reimbursement of actual cost of treatment on production of medical prescription/cash memos.
- (b) Reimbursement of cost of X-Rays, Pathological tests.
- (c) Reasonable cost of treatment as an indoor patient
- (d) Expenses on account of specialists treatment etc.

MEDICAL SCHEME 'B'

- (a) Reimbursement of 1/12 of the prescribed limit every month without production of bills/cash memos etc. but on certificate.
- (b) Cost of X-Rays and pathological tests.
- (c) reasonable cost of treatment of certain chronic/long lasting diseases as notified by the management from time to time.
- (d) Reasonable cost of hospitalisation.
- (e) Reimbursement of actual expenses for prolong treatment taken from specialists/Nursing Homes and Hospitals.

15. PROVIDENT FUND IFFCO CONTRIBUTION

10% of Basic Pay+DA

10% of Basic Pay+D.A.

ANNEXURE NO. : "B"

Statement showing the Effect of four Central Government D.A. Instalments due on 1-1-84, 1-3-84, 1-4-84 and 1-6-84 if Required to be released by IFFCO in respect of the workmen of IFFCO Kalol Unit and position as on 1-7-82, 11-11-83, 1-6-84 & 1-7-86.

FOR KALOL ONLY

Unreserved Basic pay Valid from 1-1-73 to 30-6-77	Central Government D.A. at Consumer Price Index					Revised Basic Pay Valid from 1-7-77 to 30-6-82
	At AICPI 456	At AICPI 520	At AICPI 520 before Releasing 4 D.A. Instal- ments	At AICPI 552 after Releasing 4 DA Instal- ments	Notional at AICPI 648 (Assumed)	
	1-7-82	1-11-83	1-6-84	1-6-84	1-7-86	
1	2	3	4	5	6	
200	880	1090	1090	1240	1609	1265
1000	880	1120	1120	1240	1600	1065
900	829	1045	1045	1153	1477	965
800	748	940	940	1036	1324	865
750	701	881	801	971	1241	815
700	655	823	823	907	1159	765
600	561	705	705	777	993	665
500	485	613	613	677	869	560
400	441	570	570	635	826	460
350	408	520	520	576	744	410
300	374	471	471	518	662	360
250	314	394	394	434	554	310
210	364	331	331	364	465	270

(Figures rounded off to the nearest rupees)

For Kandla Etc. (IE/Phulpur, HO/Marketing)

Industrial D.A. at Consumer Price Index				Difference—Kalol-Kandla etc.				
At AICPI 450 actual	At AICPI 222 actual	At AICPI 559 actual	At AICPI 648 National (assumed)	Kalol- Kandla Col. 2-8	Kalol- Kandla Col. 3-9	Kalol- Kandla Before releasing 4 D.A. Instalments Col. 4-10	Kalol- Kandla after releasing 4 D.A. Instalments Col. 5-10.	Notional assumed Kalol-Kandla Col. 6-11
1-11-83	1-6-84	1-7-86	1-7-82	1-11-83	1-6-84	1-6-84	1-7-86	
8	9	10	11	12	13	14	15	16
608	698	740	855	+272	+400	+350	+500	+745
608	690	740	855	+272	+430	+380	+500	+745
605	687	736	852	+224	+358	+309	+417	+625
587	568	717	833	+161	+271	+223	+319	+491
566	648	697	813	+135	+233	+184	+274	+478
542	624	674	789	+113	+199	+149	+233	+370
491	573	622	738	+70	+132	+83	+155	+255
439	521	571	686	+46	+92	+42	+106	+183
407	489	538	654	+34	+81	+32	+96	+172
397	479	528	644	+11	+41	+48	+48	+100
382	464	513	629	+08	+07	+42	+05	+33
372	454	503	619	—58	—60	—109	—69	—65
362	444	493	609	—98	—113	—162	129	—144

The Sign. (+) Plus, indicate difference of Central Dearness Allowance (for Kalol employees) is more, over Industrial D.A. (for Kandla employees).

The Sign. (—) Minus, indicates difference of Industrial D.A. (for Kandla employees) is more, over Central D.A. (for Kalol workmen).

NOTE :- Assumption

1. CPI is All India Consumer Price Index for Industrial Worker (1960—100 Labour Bureau, Simla.)
2. DA as per Central Govt. Rates payable as on 1-7-86 for Kalol Workmen is assumed at 648 on the basis of Actual 12 monthly average CPI as on 1-7-82 being at 456 and as on 1-7-84 being at 552 i.e. $552 - (552 - 456) \times \frac{96}{648}$. This CPI has been assumed for the Kandla/Phulpur/H.O./Marketing workmen also.

नई दिल्ली, 28 जुलाई, 1989

का.प्र. 1925—औद्योगिक विवाद अधिनियम, 1947 (1947) का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार व वेस्टर्न कोल फील्ड्स लिम. की बल्लारपुर कोलियरी के प्रबन्धन से संबद्ध नियोजकों और उनके कर्मचारों के बीच, अनुबंध में निविष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण, सं. 1, वम्बई के पंचाट को प्रकाशित करता है, जो केन्द्रीय सरकार को 24-7-89 को प्राप्त हुआ था।

New Delhi, the 28th July, 1989

S.O. 1925.—In pursuance of section 17 of the Industrial Disputes Act, 1947 (14 of 1947) the Central Government hereby publishes the following award of the Central Government Industrial Tribunal No. 1, Bombay as shown in the Annexure in the industrial dispute between the employers in relation to the management of Ballarpur Colliery of M/s. Western Coalfields Ltd. and their workmen, which was received by the Central Government on 24-7-1989.

ANNEXURE

BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL NO. I AT BOMBAY-1

Reference No. CGIT-6 of 1989

PARTIES :

Employers in relation to the management of
M/s. Western Coalfields Limited, Ballarpur
Colliery.

AND

Their workmen.

APPEARANCES :

For the Management.—Mr. P. S. Nair, Advocate
For the Workmen.—No appearance

INDUSTRY :

Mining

STATE :

Maharashtra

Bombay, dated the 7th day of July 1989

AWARD

The Central Government in exercise of the powers conferred by section 10(1)(d) of the Industrial Disputes Act, 1947, has referred the following dispute to this Tribunal for adjudication :—

“Whether the verbal termination of the services of S/Shri Suresh S/o Baburao Vidhate, K. Husainali S/o Maheboob Ali and Prabhakar S/o Aaji Nrkude in spite of having completed 240 days of service by the Dy. General Manager, Ballarpur Sub-Area of M/s. W.C. Ltd. P.O. Ballarpur, Distt. Chandrapur, is justified? If not, to what relief the workmen concerned are entitled?”

2. According to the three workmen, they were working in the Office of W.C.L. Dhoptala Open Cast in the year 1984 and completed continuous service of 240 days during the said year and were thus entitled to be confirmed in the posts which they were holding. But instead of confirming them and giving them regular employment their services were abruptly terminated without notice or without payment of any compensation.

3. According to the management, the workmen did not work for 240 days in the year 1984 and were not given any work during the year 1985 and thereafter. According to the Company, the persons concerned in the dispute were deployed to do some casual work, this deployment was not permanent nor were they employed continuously but they were only given work in case of emergency when work was available. The work allotted to them was also of casual in nature and hence there was no employee—employer relationship between the said workmen and W.C.L. in the strict sense of the term.

4. However, when the reference was fixed for hearing the parties filed a Memorandum of Settlement stating that to have better and harmonious relations it was mutually agreed to settle the issue and prayed for consent award in terms of the Settlement, which are as follows :—

“(1) It is agreed that S/Shri Suresh Baburao Vidhate, K. Hussain Ali and S/Shri Prabhakar Urkude, who have put in 241, 251, and 241 attendance respectively during the year 1984 will be given employment, as General Mazdoor Cat-1 of NCWA-III.

(2) It is agreed that S/Shri Suresh Baburao Vidhate, K. Hussain Ali and S/Shri Prabhakar Urkude will be posted at Sasti Open Cast Project.

(3) The workmen shall not claim or make any claim through any union for any back wages/monetary benefit whatsoever for the period from the date of their termination to the date of their joining duty.

(4) The idle period from the date of termination of their services to the date of their

joining duty will be treated as “Dies-non” i.e. No work no pay. This fully and finally resolves/settles the case.”

4. Taking into consideration the laudable object of establishing better and harmonious relations I pass an award as per the above quoted terms of the settlement.

M. S. JAMDAR, Presiding Officer

[No. L-22012|82|88-D.IV(B)|IRCC-II]

R. K. GUPTA, Desk Officer

नई दिल्ली, 28 जुलाई, 1989

का.प्र. 1926:—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अंतर्गण में केन्द्रीय सरकार श्री अब्दुल हफीज पुत्र श्री हाजी अब्दुल रहमान खान मालिक अतरात्रिया लाईम स्टोन माईन्स पो. मुकेत जिला कोटा के प्रबन्धकर्ता से सम्बद्ध नियोजकों और उनके कर्मचारियों के बीच अनुबंध में निहित औद्योगिक विवाद में औद्योगिक अधिकरण कोटा के पंचाट को प्रकाशित करनी है जो केन्द्रीय सरकार को 21-7-89 को प्राप्त हुआ था।

New Delhi, the 28th July, 1989

S.O. 1926.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award of the Industrial Tribunal, Kota as shown in the Annexure, in the industrial dispute between the employers in relation to the management of Shri Abdul Hafiz, S/o Shri Hazi Abdul Rehman, Mine Owner, Atralia Lime Stone Mines, P.O. Suket, Distt. Kota and their workmen which was received by the Central Government on the 21-7-89.

व्यापारिक औद्योगिक व्यापारिकरण, कोटा (राजस्थान)

निर्देश प्रकरण क्रमांक: ओ.न्या.रे. (केन्द्रीय)—5 सन् 1978 दिनांक स्थापित: 11-8-88

प्रमाण: भारत सरकार, श्रम मंत्रालय के आदेश क्रमांक

एल-29011/14/78-3 (बी) दिनांक 1-8-88

औद्योगिक विवाद अधिनियम, 1957

मध्य

जनरल मन्त्रि, राष्ट्रीय मजदूर संघ, रामगजमण्डी जिला कोटा।

—श्रमिक प्रतिनिधित्व

एवं

श्री अब्दुल हफीज पुत्र श्री हाजी अब्दुल रहमान खान मालिक,

लाईम स्टोन माईन्स, पो. मुकेत जिला कोटा।

—प्रतिपक्षी नियोजक

श्रमिक यूनियन की ओर से :— कोई उपस्थित नहीं

प्रतिपक्षी नियोजक की ओर से :— कोई उपस्थित नहीं

अधिनियम दिनांक: 27 अप्रैल, 1989

अधिनियम:

भारत सरकार, श्रम मंत्रालय द्वारा निम्न निर्देश औद्योगिक विवाद अधिनियम 1947 की धारा 10(1)(घ) एवं उपधारा (2-क) के अन्तर्गत इस व्यापारिकरण को अधिनियमार्थ प्रेषित किया गया है:—

“क्या श्री भन्जुल हफीज सायमज श्री हाजी रहमान खान मालिक अतरासिया, चूना पत्थर खान, डाकघर गुकेन जिला कोटा के प्रबन्धन के राष्ट्रीय मजदूर संघ रामगंजमण्डी (राजस्थान) द्वारा प्रस्तुत दि. 18/11/87 के 15 सूत्री मांग पत्र संख्या 604 (प्रति संलग्न) में दी गई मांग सं. 1, 2, 3, 5 और 12 व्यापकित है? यदि नहीं तो संबंधित कर्मकार किस अनुतोष के हकदार हैं?”

(नोट: मांग-पत्र निर्देश के साथ प्रकरण पत्रावली में शामिल है)।

2. निर्देश के व्यापकिकरण में प्राप्त होने पर दोनों पक्षों की तलबी हेतु नोटिस रजिस्टर्ड ए.डी. भिजवाये गये जो उन्हें प्राप्त हो गये और उनकी ए.डी. रसीद पत्रावली पर उपलब्ध है। नोटिस की तलबी के उपरान्त आज दोनों पक्षों की ओर से कोई उपस्थित नहीं हुआ जबकि यह प्रकरण वित्तिक 13/8/78 में लम्बित है और आज तक अंतिम युनियन की ओर से स्टेटमेंट आफ क्लेम तक पेन नहीं किया गया है। इन परिस्थितियों में स्पष्ट प्रकट होता है कि पक्षों को इस विवाद में कोई रुचि नहीं रही है, अतः इस प्रकरण में “विवाद रहित अधिनियम” पारित किया जाता है।

इस अधिनियम को भारत सरकार, श्रम मंत्रालय को नियमानुसार प्रकाशनार्थ भिजवाया जावे।

श्री कन्हैया लाल कलस, व्यापकीय, औद्योगिक व्यापकिकरण,
[मं. एन-29011/14/78-डी-3 (ए.)]

नई दिल्ली, 31 जुलाई, 1989

का.मा. 1927 :—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार श्री मनुमल कोरिया, कान्दुवटर ऑफ इंडियन आयल कार्पोरेशन, मद्रास के प्रबन्धन से सम्बद्ध नियोजकों और उनके कर्मचारियों के बीच, अनुबंध में निविष्ट औद्योगिक विवाद में औद्योगिक अधिकरण, मद्रास के पंचाट को प्रकाशित करती है, जो केन्द्रीय सरकार को 24-7-89 को प्राप्त हुआ था।

New Delhi, the 31st July, 1989

S.O. 1927.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award of the Industrial Tribunal, Madras as shown in the Annexure, in the industrial dispute between the employers in relation to the management of Shri Manuel Correya, Contractor of Indian Oil Corp., Madras and their workmen, which was received by the Central Government on the 24-7-89.

ANNEXURE

BEFORE THE INDUSTRIAL TRIBUNAL,
TAMIL NADU, MADRAS

Thursday, the 8th day of June, 1989

Industrial Dispute No. 17 of 1989

(In the matter of dispute of adjudication under Section 10(1)(d) of the Industrial Disputes Act, 1947 between the workman and the Management of Thiru

Manual Correya, Contractor of Indian Oil Corporation, Madras)

BETWEEN

Thiru G. Sekhar, No. 12, Durgadevi Nagar,
11 Street, Tondiarpet, Madras-6000081.

AND

Thiru Manuel Correya, Contractor of Indian Oil Corporation, 683, Thiruvattiyur High Road, Tondiarpet, Madras-600081.

Reference : Order No. L-30012/38/88-D.III(B), dt. 6-2-1989 of the Ministry of Labour, Government of India, New Delhi.

This dispute coming on this day for final disposal in the presence of Thiru A. R. Jagadeesan, Advocate appearing for the Management upon perusing the reference and other connected papers on record and the workman being absent, this Tribunal passed the following

AWARD

This dispute between the workman and the Management of Shri Manuel Correya, Contractor of Indian Oil Corporation, Madras arises out of a reference under Section 10(1)(d) of the Industrial Disputes Act, 1947 by the Government of India in its Order No. L-30012/38/88-D.III(B), dated 6-2-89 of the Ministry of Labour for adjudication of the following issue :

“Whether the action of the Management of Shri Manuel Correya, Contractor of Indian Oil Corporation, Madras in terminating the services of Shri G. Sekhar, Ex-Welder with effect from 13-12-1987 is justified. If not, what relief is the workman entitled to?”

2. Parties were served with summons.

3. Management as represented by counsel. Petitioner-workman has not filed claim statement.

4. Today when the dispute was called, Vakalat and Claim statement were not filed. No representation was made on behalf of Petitioner-workman, even after case was called and passed over till 11.15 A.M. Respondent's counsel was present.

5. Hence Industrial Dispute is dismissed for default with costs.

Dated, this 8th day of June, 1989.

K. NATARAJAN, Industrial Tribunal

[No. L-30012/38/88/D. III(B)]

नई दिल्ली, 3 अगस्त, 1989

का.मा. 1928 :—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार एयर इंडिया, मद्रास के प्रबन्धन से सम्बद्ध नियोजकों और उनके कर्मचारियों के बीच, अनुबंध में निविष्ट औद्योगिक विवाद में औद्योगिक अधिकरण, मद्रास के पंचाट को प्रकाशित करती है जो केन्द्रीय सरकार को 24-7-89 को प्राप्त हुआ था।

New Delhi, the 3rd August, 1989

S.O. 1928.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award of the Industrial Tribunal, Madras as shown in the Annexure, in the industrial dispute between the employers in relation to the management of Air India, Madras and their workmen, which was received by the Central Government on the 24-7-89.

ANNEXURE

BEFORE THE INDUSTRIAL TRIBUNAL, TAMILNADU, MADRAS

Wednesday, the 10th May, 1989

Industrial Dispute No. 15 of 1984

(In the matter of dispute for adjudication under Section 10(1)(i) of the Industrial Disputes Act, 1947 between the workmen and the Management of Air India, Madras-8)

BETWEEN

The Workmen represented by :

The General Secretary,

Air India Casual Labourers' Association,
2/13, Bharathiyar Street,
Meenambakkam, Madras-600027

AND

The Manager,
Southern India,
Air India,
19, Marshalls Road,
Madras-600008.

REFERENCE :

Order No L-11011(3)/82-D.II(B), dated 13-2-84 of the Ministry of Labour & Rehabilitation, Department of Labour, Government of India, New Delhi

This dispute coming on for final hearing on Friday, the 13th day of January, 1989 upon perusing the reference, claim and counter statement and all other material papers on record and upon hearing the arguments of Tvl. Kitty Kumaramangalam, P. Sankaran and S. K. Murali, Advocates appearing for the workmen and of Thiru Rakeshswamy for Thiru S. Balathandapani, Advocate for the Management and this dispute having stood over till this day for consideration, this Tribunal made the following

AWARD

This dispute between the workmen and the Management of Air India, Madras arises out of a reference under Section 10(1)(d) of the Industrial Disputes Act, 1947 by the Government of India in its Order No. L-11011(3)/82-D.II(B), dated 13-2-84 of the Ministry of Labour and Rehabilitation for adjudication of the following issue :

"Whether the demand of the casual workmen working in the Support Division and the

Engineering Department of the Air India establishments at Madras for permanent status on completion of 3 years of service is justified ? If so, to what relief the workmen concerned are entitled ?"

2. The claim Petition averments are the Petitioner Association had raised many demands to the Management on 20-10-1981 among which one demand was to regularize and make permanent the services of the casual workers who had put in three years of service. As there was no response, the matter was taken to the Conciliation Authority to submit a Conciliation Failure Report. The demand of the casual workmen of Air India who numbered 104 at Madras of whom 83 were taken up for regularization and orders issued. The basic demand of the Petitioner-Union mainly is due to Tamilnadu Industrial Establishments (Conferment of Permanent Status to Workmen) Act, 1981 applies to the Air India. They are eligible for permanent status and some of the workers who joined the service as on 1976 and they are working continuously except for break in services imposed by the Management artificially to retain the status of the workmen employed as casual workmen. These workmen have been working in the Support Division and Engineering Department of the Air India establishment at Madras as per the direction of the Management. The number of workmen to be regularized are 21 and would be eligible for permanent status after completion of three years of service. The Tamil Nadu Industrial Establishments Act, 1981 says that every workman who has been in service for the period of 24 calendar months shall be made permanent. In respect of 21 workers, who were originally employed as casual workers, many of them have been considered for permanency and interviews have been completed and they are awaiting orders. The nature of work and the job are of a permanent nature and therefore they are entitled to make permanent. Hence this claim.

3. The respondent in the counter states that the demand of the Petitioner—Union that after completion of three years of service they are entitled to be made permanent is not valid. The persons mentioned in the Annexure to the Claim Statement of Petitioner are not working in Support Division (Ground Support Division) or in the Engineering Department of Air India at Madras except that one Paulraj Serial No. 24 of the list. He was asked to work only for eight days in September 1983 in the Ground Division and such claim raised now has no relation whatsoever. The persons whose names are set out against the Serial Nos. 1, 6, 20 to 22 have filed W.P. 9097/84 namely that they were employed in the Air Cargo Section until 25-6-1982 and were not employed thereafter. Hence the reference itself is liable to be rescinded on the preliminary ground that no person working on the Ground Support Division or Engineering Department of Air India at Madras is aggrieved. The persons mentioned against Serial Numbers 1, 6, 20 to 22 are not even in the employment of Air India and to show that the claim has been filed without any genuine grievance. The claim is liable to be rejected. The persons whose names are set out in the Annexure to the claim statement cannot claim to be workmen within the meaning of the Industrial Disputes Act for raising Industrial Dispute. They are only casual employees.

There is no relationship of Employer and Workmen and as such no dispute can be raised by them. The Tamil Nadu Industrial Establishment (Conferment of Permanent Status to Workmen) Act 1981 would apply to the persons set out in the Annexure is not correct since they are workmen within the meaning of the Industrial Disputes Act. Air India is neither a factory as defined under Section 2(m) of the Factories Act nor will it attract the application of the Tamil Nadu Shops and Establishments Act. There is no permanency in the character and nature of the work concerned to enable the persons to claim status of permanency. Hence the application is liable to be dismissed.

4. The points for determination are (i) Whether the demand of the casual workmen in Support Division and Engineering Department of the Respondent—Management claiming permanent status is justified? (ii) If so to what relief?

5. W-1 to W-11 and M-1 to M-15 series were marked by consent. No oral evidence was adduced on either side.

6. The case of the Petitioner demanding permanent status is resisted by the Management on various grounds namely that the persons mentioned in the Annexure to the Claim Statement are not working in the Support Division or Engineering Department; secondly that Serial Numbers 1, 6, 20 to 22 in the Annexure list are not in the employment since 25-8-1982; thirdly that the persons mentioned in the annexure to the Claim Statement cannot claim to be workmen within the meaning of the Industrial Disputes Act; fourthly that the nature of job is only casual and there is no permanency in the character and nature of the work concerned.

7. In this connection, the Petitioner—Union would file W-1 to W-11 of which W-1 to W-3 relate to list of members working in the Respondent—Management, list of members confirmed by Air India; a list of Petitioners before the Tribunal respectively. According to the Petitioner W-5 to W-7 would show that the persons mentioned therein are actually working there as casual labourers in Support Division in different sections of the Air India. W-5 to W-7 letters of the Maint Manager, Sales Manager and Maint Manager to the Cargo Officer, Accounts Manager and Cargo Officer respectively stating the persons mentioned in Annexure performed duty in the various departments mentioned therein. W-8 to W-11 are the letters of confirmation in respect of Jayaraman, Moses, Srinivasan and one Arumugam. Admittedly in this case, the Petitioners mentioned in W-3 are working for more than three years. As against these documents the Respondent mainly relied on M-11 and M-13 series to show the Petitioners work only as loaders in cargo division and not in Support Division and Engineering Department. M-13 series, Casual Labour Cards of One Munusamy, I. Natarajan, Mahadevan, Jayakumar, Saleem Batcha and one Narayanan who are working in the cargo section. These persons do not find a place in W-3 list. Therefore this may not be of much help in support of the case of the Respondent. All these casual workmen are actually engaged as loaders in cargo section. Anyway, reliance is also made by the Respondent in M-14 series containing the photographs

with identity cards of 22 individuals, who are concerned in this case. It is seen from these cards that they worked in cargo section. It is on the basis of this document it is vehemently contended that in as much as the Petitioners have not substantiated their case that they worked in Support Division and Engineering Department of the Respondent—Management, they are not entitled to any relief. According to these documents they worked in Cargo Section. It is seen from W-8, the Officer-in-Charge, Air India, G.S.D. Madras, Ground Support Division has confirmed that the Casual Labourers S. Jayaraman and S. Andrews, who are Serial Numbers 7 and 19 in claim statement worked in Ground Support Division. Thus it is seen we have got contra evidence on either side about the department where the persons mentioned in the claim statement worked. Hence the plea of the Respondent that those people do no work in Support Division or Engineering Department cannot be taken as wholly correct. Hence there is no alternative except to hold in favour of the Petitioner—Union that the casual workmen mentioned in Claim Statement have worked in Support Division as well as Engineering Department.

8. Coming to the Second contention namely Serial Numbers 1, 6, 20 to 22 are not in employment since they have filed W.P. 9097/84 questioning the dismissal order passed against them on the basis of criminal case. M-11 is the affidavit filed by those five persons. M-12 is the order of the High Court in W.M.P. No. 14597/85 in W.P. No. 9097/84 dismissing the Petition. Thus it is seen as rightly pointed out by the learned counsel for the Respondent that the persons covered in the Writ Petition namely Serial Numbers 1, 6, and 20 to 22 in the claim Petition are not entitled to seek any relief before this Tribunal pending disposal of W.P. No. 9097/84.

9. The next question arises whether the persons set out in the Annexure in the Claim Statement are workmen within the meaning of the Industrial Disputes Act since, according to the Respondent—Management, they are casual employees and there is no relationship of employer and workmen. In this connection the learned counsel for the Petitioner—Union relied on 95 Law Weekly page 537. In that case a question arose whether the casual employees engaged in loading the tractors in Railway Wagon are workmen or not. The High Court after discussing various decisions came to the conclusion that they are workmen as defined under Section 2(s) of the Industrial Disputes Act. In this case it is not disputed that they are engaged continuously for more than three years. Even assuming that the loaders were engaged for loading purpose the fact that they are workmen cannot be denied since the loading and unloading of work is of permanent nature and they are workmen under Section 2(s) of the I.D. Act, in view of law laid down in the above decision.

10. The last contention that workers under the Respondent—Management would not come under Tamil Nadu Industrial Establishments (Conferment of Permanent Status to Workmen) Act, 1981 has not been seriously argued on either side. However the fact remains that the persons referred in the claim Petition being workmen under the Industrial Disputes Act, they are entitled to benefits under the I.D. Act.

11. Having found that the persons concerned in the dispute are casual labourers, a further question would arise whether they can be granted a permanent status as prayed for. In this connection, the learned counsel for the Petitioner relied on AIR 1987 (S.C.), page 2342. In that case the complaint related to the petitioners that they have been working for 10 years as casual labourers. The wages paid to them are very low and far less than the salary and allowances paid to the regular employees of P&F Department belongs to each categories. Consequently no scheme have been prepared by the Union of India to absorb them regularly in the service and consequently they have been denied the benefits enjoyed by other regular employees. The Supreme Court directed the Government and Authorities to pay wages to the workmen who are employed as casual labourers at the rates equivalent to the minimum pay in the pay scales of the regularly employed workers in the corresponding cadres but without any increments. The Supreme Court further held the classification of employees into regularly recruited employees and casual employees rendering same kind of service which is being rendered by regular employees doing the same type of work by P&F department for the purpose of paying less than the minimum pay payable to employees in the corresponding regular cadres particularly in the lowest ranks of the department where the pay scales are the lowest would not be tenable. There is also no justification in categorising the employees and such a classification is violative of Article 14 and 16 of the Constitution. The Government should be a model employer." It is thus seen according to the Supreme Court, that the casual labourers should not be kept as casual labourers for long. Therefore in this case it is not in dispute that some persons are working as casual employees even for more than 10 years. It is not the case of Respondent that there are no vacancies and therefore they cannot be accommodated. On the other hand when the volume of work having been increased, there is requirement for more labourers. The Petitioner—Union is insisting for permanent status to get the regular benefits. In fact, the case was adjourned for number of times on the ground that a settlement is being talked out and further a scheme is being prepared on the question of absorption of the labourers. But nothing has turned out. The law has been unambiguously laid down by the Supreme Court.

12. For all these reasons, this point is found in favour of Petitioner.

13. In the result the demand of the casual workmen mentioned in W-3 for a permanent status is justified and they should be made permanent. An award is passed accordingly. No costs.

Dated, this 10th day of May, 1989.

K. NATARAJAN, Industrial Tribunal

[No. L-11011/3/82-D.II(B) B.III(B)]

WITNESS EXAMINED

For both sides : None.

DOCUMENTS MARKED

For workmen :

- Ex. W-1—List of members working in Air India inclusive of permanent and temporary.
- W-2—List of members confirmed in Air India.
- W-3—Statement showing names of workers numbering twenty one and their date of joining in Air India.
- W-4—Statement showing names of workers numbering ten and their date of joining in Air India.
- W-5|1-5-83—Letter from the Maintenance Manager, Air India to the Cargo Officer, Air India, Madras regarding duty performed by the casual labourers for the period 25-4-1983 to 30-4-1983.
- W-6|3-5-83—Letter from the Cargo Sales Manager to the Accounts Manager, Air India, Madras.
- W-7|19-5-83—Letter from the Maintenance Manager to the Cargo Officer, Air India, Madras.
- W-8|31-10-83—Letter from Officer-in-charge, Ground Support Division to the Duty Officer, F.H.U., Madras.
- W-9|4-2-84—Confirmation letter for Daniel Moses (Xerox copy).
- W-10|6-9-84—Confirmation letter for Srinivasan (Xerox copy)
- W-11|29-10-84—Confirmation letter for Arumugam (Xerox copy).

For Management :

- Ex. M-1|3-12-82—Letter from Management to Assistant Labour Commissioner (C)-I, Bombay (copy).
- M-2|7-12-82—Letter from the Union to the Assistant Regional Commissioner (Central), Bombay regarding reinstatement of casual workers (copy).
- M-3|21-12-82—Conciliation Failure Report (copy).
- M-4|6-12-83—Certified copy of Judgement in Case No. 248/82 by the II Class Magistrate, Saidapet (Xerox copy).
- M-5—English translation of M-4 (Xerox copy).
- M-6|30-12-83—Letter from Thiru D. Natarajan to the Management regarding restoration to service as casual labour (Xerox copy).

Ex. M-7|-2-84--Letter from Ministry of Labour, Government of India, New Delhi to the Management & Union (copy).

M-8|1|3-84--Written statement of workmen before the Central Industrial Tribunal, Bombay (copy).

M-9|26-3-84--Letter from Thiru D. Natarajan to the Assistant Labour Commissioner (Central), Madras (Xerox copy).

M-10|24-4-84--Written statement of Management before the Central Industrial Tribunal, Bombay (copy).

M-11--Copy of affidavit in W.P. No. 9097|84 before the High Court, Madras.

M-12|20-3-85--Copy of Order in WMP. 14597|84 in WP. 9097|84.

M-13|series--Casual labour cards of Tvl. D. Natarajan, K. M. Narayanan, Saleem Basha, M. Jayakumar, A., Munuswamy and R. Mahadevan (six cards).

M-14|series--Photo identity cards of Tvl. M. Jayakumar and 17 others (18 Nos.).

M-15 } series--Letters from Sales Manager-S.I. Madras to Accounts Manager, Air India, Madras (eight letters).

1-8-83
2-1-84
4-1-84
23-2-84
30-1-84
1-3-84
1-3-84
1-2-84

का.प्र. 1929:--औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अन्वय में, केन्द्रीय सरकार ने बंगाल ट्रेडिंग कॉर्पोरेशन, हल्दिया, हल्दिया रिफाइनरी, आई.ओ.सी., हल्दिया के सम्बन्धित में सम्बन्धित नियोजकों और उनके कर्मचारियों के बीच, अनुबन्ध में निम्नलिखित औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण, कलकत्ता के गंचाट को प्रकाशित करती है, जो केन्द्रीय सरकार का 24-7-89 को प्राप्त हुआ था।

S.O. 1929.--In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award of the Central Government Industrial Tribunal, Calcutta as shown in the Annexure, in the industrial dispute between the employers in relation to the management of M/s. Bengal Trading Corporation, Haldia, Haldia Refinery, IOC, Haldia and their workmen, which was received by the Central Government on the 24-7-1989.

ANNEXURE

CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL AT CALCUTTA

Reference No. 148 of 1988

PARTIES :

Employers in relation to the management of M/s. Bengal Trading Corporation Durgachak, Haldia, their Principal Employer, Haldia Refinery, I.O.C. Haldia.

AND

Their workmen

APPEARANCES :

On behalf of Employer.--Mr. S. R. Das, Proprietor of M/s Bengal Trading Corporation.

On behalf of Principal Employer.--Mr. D. Chowdhury, Senior Welfare Officer of Indian Oil Corporation.

On behalf of Workmen.--Sk. A. J. Ali, President, of the Union.

STATE : West Bengal.

INDUSTRY : Oil.

AWARD

By Order No. L-30011|1|88-D.III(B) dated 7-4-1988 the Government of India, Ministry of Labour referred the following dispute to this Tribunal for adjudication :

"Whether the action of M/s. Bengal Trading Corporation Haldia, Durgachak, Haldia, Distt. Midnapore (W.B.), being the immediate Employer and management of Indian Oil Corporation, Haldia Refinery, Haldia being the Principal Employer in not conceding the demand of increase by Rs. 250 P.M. per worker of about 100 Contract Labour employees of M/s. Bengal Trading Corporation, Haldia and represented by Haldia Refinery Contractors Worker's Union, IOC, Haldia is justified, legal and proper. If not, to what relief the workmen are entitled?"

2. When the case is called out today, all the parties appear and file a Joint Petition of Compromise, duly signed by the parties. They pray for an Award in terms of the Joint Petition of Compromise. Considered the said Joint Petition of Compromise as well as the submissions of the parties. The terms of the Joint Petition of Compromise appear to be fair, reasonable and in the interest of the parties. I therefore, accept the same and pass 'Award' in terms of the said Joint Petition of Compromise which do form part of this Award as Annexure--'A'.

This is my Award.

Dated, Calcutta,

The 13th July, 1989.

SUKUMAR CHAKRAVARTY, Presiding Officer

[No. L-30011|1|88-D.III(B)]

V. K. SHARMA, Desk Officer

ANNEXURE—'A'

Before the Presiding Officer Central Govt. Industrial
Tribunal, Calcutta

In the matter of Reference no. 148/88

AND

In the matter of Industrial Disputes between M/s.
Bengal Trading Corporation, Durgachak,
Haldia, Distt. Midnapore (W.B.).

AND

Their Workmen represented by the Haldia Refi-
nery Labour Contractors Workers' Union,
Haldia, Dist Midnapore.

The Humble joint petition in the above mention-
ed dispute viz. M/s. Bengal Trading Corpo-
ration—the employer contractor and their
workmen represented by the HRLCWU
having mutually agreed to resolve the above
dispute pending before this Hon'ble Tribu-
nal most respectfully.

SHEWTH

That the employer contractor i.e. M/s. Bengal Tra-
ding Corporation and the Haldia Refinery Labour
Contractors' Workers' Union reviewed the dispute and
have resolved the same in the following manner :

(i) M/s. Bengal Trading Corporation, being the
immediate Employer will increase the wages
by Rs. 225 per month with effect from
01-04-1987 with consequential benefits
thereon per worker of about 98 contract
labour and the Union representing said 98
Contract Labour has agreed to accept the
same. If any contract Labour has received
interim relief after 01-04-1987, the same
will be adjusted.

(ii) The above increase in wages with consequen-
tial benefit thereon is in full and final
settlement of the claims of the Union con-
tained in the aforesaid dispute pending
before the Hon'ble Tribunal.

(iii) With resolution of the settlement of dispute
on the above lines, the parties have agreed
not to pursue the Reference matter any fur-
ther before the Hon'ble Tribunal

In the view of the aforesaid position, both the par-
ties humbly pray that your Lordship may be pleased
to dispose of the Reference by passing an Award ac-
cordingly.

And your petitioners as in Duty Bound shall ever
pray.

For and on behalf of
Haldia Refinery
Labour Contractors'
Workers' Union.

For and on behalf of
M/s. Bengal Trading Corporation,
the Contractor Employer

Sd/-

(1) (SK. Abdul Jabbar Ali)
President

Sd/-

(2) Buddhadiw Maity)
12-7-89

General Secretary
Authorised Representative
Haldia Refinery Labour
Contractors' Workers
Union.

S. R. DAS

Proprietor &

Authorised Representative

Sd/-

(3) (Satya Sankar Sahoo 12-2-89,
organisation Secretary.

नई दिल्ली, 31 जुलाई, 19 89

का. आ 1930:--औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की प्रांग 17 के अनुसरण में, केन्द्रीय सरकार नेशनल सेन्टर फार मशरूम रिसर्च और ट्रेनिंग, चुम्बाघाट, सोलन के प्रबन्धक से सम्बद्ध नियोक्ता और उनके कर्मचारों के बीच, अनुबंध में निहित औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक, अधिकरण, चन्दोगद के पंचपद को प्रकाशित करती है, जो केन्द्रीय सरकार को प्राप्त हुआ था।

New Delhi, the 31st July, 1989

S. O. 1930.--In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1971), the Central Government hereby publishes the award of the Central Government Industrial Tribunal, Chandigarh as shown in the Annexure, in the industrial dispute between the employers in relation to the management of National Centre for Mushroom Research & Training, Chunbaghat, Solan and their workmen, which was received by the Central Government.

ANNEXURE

BEFORE SHRI M. S. NAGRA, PRESIDING OFFICER,
CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL-
CUM-LABOUR COURT, CHANDIGARH

Case No. I.D. 96/87

PARTIES :

Employers in relation to the management of National
Centre for Mushroom Research & Training, Cham-
baghat, Solan

AND

Their workman Raj Kumar.

APPEARANCES :

For the workman—Shri Ashok Kumar.

For the management—Shri P. S. Arora.

STATE : Himachal Pradesh.

AWARD

Dated 22nd June, 1989

On a dispute raised by workman Raj Kumar against the management of National Centre for Mushroom Research and Training, Central Government had vide No L-42012/189/

86-D. II(D) dated 20th October, 1987 referred the following dispute to this Tribunal for adjudication

"Whether the action of the management of National Centre for Mushroom Research & Training, Chambaghat, Solan (H.P.) in terminating Shri Raj Kumar, Casual Labour from service with effect from 1st July, 1986 is legal and justified? If not, to what relief the concerned workman is entitled?"

2. Case of the workman as set out in the statement of claim is that he was working in the National Centre for Mushroom Research & Training, Chambaghat, Solan since 27th December, 1983 and his services were illegally terminated with effect from 1st July, 1986. It is pleaded that though petitioner had completed minimum requirement of 240 days for regularisation, the management however in disregard of the provisions contained under Section 25-F of the Industrial Disputes Act, 1947 illegally terminated the services of the workman. It is mentioned that during the conciliation proceedings the management had agreed to take the applicant back into the service but without backwages and benefits of past service of three years to which the petitioner did not agree. The petitioner seeks re-employment on regular basis with back wages and other service benefits from July, 1986.

3. In its answer filed the management took plea that petitioner was only a daily wage worker employed casually depending upon the research work to be conducted. It is mentioned that services of the petitioner was dispensed with the finishing of the research work undertaken. The management admits that petitioner was offered to work on daily wage basis as before to which he did not agree. Regarding giving fresh employment to some other workmen, it is pleaded that the persons employed were quite senior to the petitioner. Management has also pleaded that after services of the petitioner had been dispensed with he has been in continuous service with M & I Watch Factory, Chambaghat, Solan since 18th August, 1986 and for that reason the petitioner has failed to accept the offer given by the management to serve on the same terms and conditions under which he was serving earlier.

Parties were allowed opportunity to lead evidence. Raj Kumar petitioner appeared as his own witness and reiterated the allegations made in the statement of claim. Inter-alia he deposed that his services were terminated as he had orally demanded salary payable to Lab. Asstt. in the scale of Rs. 196—232. In his cross-examination he admitted that during tenure of his employment he was paid salary only for the days he worked and no salary for the days he did not work. He also admitted that he was offered re-employment on daily basis but he declined the offer of re-employment since back wages were not offered to him.

In rebuttal Shri H. S. Sohi, Director National Centre for Mushroom Research and Training, Chambaghat, Solan filed affidavit Ex. M1 to the effect that Raj Kumar workman was appointed on 20th April, 1984 as daily wage in view of research activities going on at the Centre. Workman services were taken for few days and his employment came to an end on the completion of research work undertaken.

It is admitted case that petitioner was retrenched without serving any notice. There is no denial that the petitioner had completed more than 240 days of employment in the 12 months preceding his retrenchment. Section 25-F of the I.D. Act 1947 is applicable even to a daily rate worker and retrenchment of the petitioner without giving one month notice in writing or compensation in lieu thereof and without paying him retrenchment compensation equal to 15 days average pay for every completed year is void ab-initio. Admittedly no such compensation was paid to the petitioner at the time of retrenchment and the retrenchment of the petitioner was illegal on the face of it. Question arises as to relief permissible to the petitioner. The management had offered re-employment to the petitioner on the same terms and conditions for which he was employed earlier. The petitioner admittedly desired this offer on the short ground that and conditions for which he was employed earlier. The petitioner has relied upon case of Udampur Mineral Development Syndicate Pvt. Ltd., Bhilwara and M. P. Dave and another I.L.J 1975(2) page 499 wherein Rajasthan High Court relying

upon the decision of Supreme Court in case of Workmen of Subong Tea Estate Vs. Subong Tea Estate and another 1964-I L.J 333 was pleased to hold that legal effect of the invalid order of retrenchment was to continue relationship of employers and employee between the parties. In the case in hand the management had fairly offered to re-employ the petitioner on the terms and conditions on which he was serving earlier. The petitioner was a daily wage and he seeks re-employment on regular basis without any justification. He pleaded that he had declined the offer of re-employment as no wages for the back period were offered to him. He could have accepted the offer of re-employment and sought redressal of his grievance for payment of back wages. In the given circumstances of the case when the petitioner had admittedly declined to accept the re-employment he is not entitled to the relief of re-employment. Any how since his retrenchment was illegal he is entitled to the relief of one month salary in lieu of notice and 15 days salary for every completed year of service. In addition to this he is also entitled to back wages for the period 1st July, 1986 to 15th December, 1986 on which date he declined to accept re-employment during the proceedings before Asstt. Labour Commissioner(C) Chandigarh as evident from Photo copy of conciliation proceedings placed on the file.

Reference is returned with the findings that action of the management in terminating the services of the workman is illegal and the workman is entitled to one month salary in lieu of notice and 15 days salary for each completed year of service and back wages for the period 1st July, 1986 to 15th December, 1986.

Chandigarh.

Dated : 22-6-1989.

M. S. NAGRA, Presiding Officer

[No. L-42012/189/86-D. II(B)]

का.स. 1931 :-- औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुच्छेद में, केन्द्रीय सरकार विज्ञान सिग्नल एण्ड टेलीकॉम इंजीनियर, आर ई कोटा, के प्रमुखता से सम्बद्ध नियोजकों और उनके कर्मचारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण, नई दिल्ली के पंचपट को प्रकटित करती है, जो केन्द्रीय सरकार को 19-7-89 प्राप्त हुआ था।

S. O. 1931.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award of the Central Government Industrial Tribunal, New Delhi as shown in the Annexure, in the industrial dispute between the employers in relation to the management of Divisional Signal and Telecom Engineer, R.E. Kota and their workmen which was received by the Central Government on the 19-7-1989.

ANNEXURE

BEFORE SHRI G. S. KALRA, PRESIDING OFFICER,
CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL,
NEW DELHI

I.D. No. 50/88

In the matter of dispute between:

Shri Ram Dass, through The Divisional Secretary, Paschim Railway Karamchari Parishad, In front of Bank of Bikaner and Jaipur, Bhimganj Mandi, Kota.

Versus

The Sr. District Signal & Telecommunication Engineer, Railway Electrification, Kota.

The Chief Project Manager, Railway Electrifications, Kota.

APPEARANCES :

Shri A. D. Grover—for the Union.

Shri K. C. Vijay—for the Management.

AWARD

The Central Government in the Ministry of Labour vide its order No. L-41012/45/87-D.II(B) dated nil has referred the following industrial dispute to this Tribunal for adjudication :

"Whether the action of the Divisional Signal & Telecom Engineer, R. K. Kota discontinuing the scale rate from 21-8-86 and not giving the temporary status w.e.f. 1-1-84 to Shri Ramdas S/o Shri Lalaram, casual Khalasi is justified? If not, what relief the workman is entitled to?"

2. As the matter has been amicably settled I need not mention in details the pleadings of the parties. Suffice it to say that the statement of claim dated 6-6-1988 was filed by the workman and the Management filed written statement on 1-10-88 and the workman filed a rejoinder dated 30-1-89. On 5-6-89 an additional written statement was filed on behalf of the Management in which it was stated that the periods of absence on duty of Ram Dass workman from 9-6-86 to 11-6-1986 and 15-7-1986 have been adjusted against his leave due and as payment of arrears also had been made and the discontinued scale rate from 21-8-1986 as a result of his absence has been restored as he has been granted temporary status and regular scale w.e.f. 1-1-84 is a date earlier to the date of discontinued scale rate and hence no dispute remains to be decided. There upon Shri A. D. Grover Secretary of the Union made statement that the workman had since been granted temporary status w.e.f. 1-1-84 after adjusting the period from 9-6-1986 to 11-6-1987 and 15-7-1987 and he had been paid all the wages pertaining to the period in dispute. Hence there was no further dispute left. In the circumstances "No dispute" Award is given and this reference stands disposed of accordingly.

G. S. KALRA, Presiding Officer
[No. L-41012/45/87-D.II(B)]

नई दिल्ली, 1 अगस्त, 1989

का.प्र. 1932:—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार जनरल मैनेजर, पुणे टेलीफोन, पुणे के प्रबन्धन में सम्बद्ध नियोजकों और उनके कर्मचारों के बीच, अनुबंध में निविष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण, सं. 2, बम्बई के पंचाट को प्रकाशित करती है, जो केन्द्रीय सरकार को 13-7-89 को प्राप्त हुआ था।

New Delhi, the 1st August, 1989

S. O. 1932.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award of the Central Government Industrial Tribunal No. 2, Bombay as shown in the Annexure, in the industrial dispute between the employers in relation to the management of General Managr, Pune Telephones, Pune and their workmen, which was received by the Central Government on the 13-7-89.

ANNEXURE

BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL NO. 2, BOMBAY

Reference No. CGIT-2/53 of 1988

PARTIES :

Employers in relation to the management of General Manager, Pune Telephone, Pune.

AND

Their workmen

2181 GI/89—9.

APPEARANCES :

For the Employers—Shri P. K. Paregaonkar, Asstt. General Manager (Admn.)

For the Workmen—absent.
INDUSTRY : Tele-communication STATE : Maharashtra
Bombay, dated the 26th June, 1989

AWARD

The Central Government by their Order No. L-40011/8/87-D.II(B) have referred the following industrial dispute to this Tribunal for adjudication under Section 10(1)(d) of the Industrial Disputes Act :—

"Whether the action of the General Manager, Pune Telephones, Pune, in terminating the services of the casual labourers mentioned in the Schedule attached is justified? If not, to what relief are the workmen concerned entitled to?"

SCHEDULE

- | | |
|--------|-------------------------------|
| S. No. | Name of the workman |
| 1. | Shri Vinayak J. Karandikar |
| 2. | Shri Manik K. Jambhulkar |
| 3. | Shri Dilip Jaganath Gurgule |
| 4. | Shri Kailas Maruti Kudale |
| 5. | Shri Damodar Namji Dhavale |
| 6. | Shri Ajantha Ramchandra Pawar |
| 7. | Shri P. J. Kanbale |
| 8. | Shri S. S. Bendre |
| 8. | Shri R. H. Wagh |
| 10. | Shri R. M. Kardekar |
| 11. | Shri N. S. Kanade |
| 12. | Shri D. V. Dhende |
| 13. | Shri B. B. Gholap |
| 14. | Shri Manohar Kanim |
| 15. | Smt. S. S. Bohadkar |

2. A notice of this reference was issued to both the parties. The notice was duly served upon the General Secretary, Bhartiya Telephone Employees Union, Pune twice. However, nobody from the Union appeared before this Tribunal.

3. The Assistant General Manager (Admn.), Pune Telecom. District appeared on behalf of the management. He produced before the Tribunal a letter that a meeting was held before the Assistant Labour Commissioner (C), Pune, and as per the discussions held there, it was decided to re-engage the above said casual labourers immediately on purely temporary and adhoc basis. He produced a copy of the Memo. dated 8-7-1987 (Ex. 3). He further informed this Tribunal by another letter 21-6-1989 (Ex. 2) that the workmen in question are again engaged in service as per the order of the Management No. PTA/R-58/Folder/7 dated 8-7-1987.

4. As nobody from the said Employees Union appeared before this Tribunal, and in view of the said Memo. (Ex. 3) regarding re-engagement of the said employees in question, I accept the word of Assistant General Manager (Admn.) Pune Telecom. District, Pune that the said workman are re-engaged. As such, no industrial dispute survives between the parties. Therefore, the present reference stands disposed of.

Dated : 26-6-1989.

P. D. APSHANKAR, Presiding Officer
[No. L-40011/8/87-D.II(B)(Pt.)]
HARI SINGH, Desk Officer

AND

Their Workmen.

APPEARANCE :

For the Employers—Shri B. Joshi, Advocate.

For the Workmen—Shri D. Mukherjee, Secretary, Bihar Colliery Kamgar Union.

STATE : Bihar.

INDUSTRY : Coal:

Dated, the 12th July, 1989.

AWARD

The present reference arises out of Order No. L-20012/244/87-D.III(A) dated, the 19th April, 1988 passed by the Central Government in respect of an industrial dispute between the parties mentioned above. The subject matter of the dispute has been specified in the schedule to the said order and the said schedule runs as follows :—

“Whether the action of the management of Kustore Colliery of Kustore Area No. VIII of M/s. Bharat Coking Coal Limited, in striking off the name of Shri Somra Manjhi S/o Doman Manjhi, I. Card No. 68813 from the services of the Company's roll is justified? If not, to what relief the concerned workman is entitled to?”

2. The dispute has been settled out of Court. A memorandum of settlement has been filed in Court. I have gone through the terms of settlement and I find them quite fair and reasonable. There is no reason why an award should not be made on the basis of terms and conditions laid down in the memorandum of settlement. I accept it and make an award accordingly. The memorandum of settlement shall form part of the award.

3. Let a copy of this award be sent to the Ministry as required under section 15 of the Industrial Disputes Act, 1947.

S. K. MITRA, Presiding Officer

[No. L-20012/244/D.III(A)/IR (Coal-I)]

Bharat Coking Coal Limited

Kustore Area.

Ref. No. A8 : PM : 89 : Memorandum of Settlement
89 : BCKU :

Dated : 23-5-1989

Memorandum of settlement arrived at under section 12(3) of the Industrial Dispute Act 1947 arrived between the management of Kustore Area and representative of Bihar Colliery Kamgar Union dated 23-5-1989.

Short recital of the Case

Sri Dipendu Mukherjee, Secretary, Bihar Colliery Kamgar Union has raised an Industrial Dispute in respect of illegal and arbitrary removal of name of Sri Mattu Manjhi, ID No. 76485, and Jogeshwar Manjhi, ID No. 76483, Miner/Loaders of ROCP S. Jharia Colliery, S. Soman Manjhi S/o Roman Manjhi, Kastore Colliery.

The aforesaid dispute after prolong discussion ended in failure. The aforesaid dispute was referred before the Labour Ministry, New Delhi. The Desk Officer of the Labour Ministry vide his letter No. L-20012/245/87-D-III(A) Government of India and directed the management through the Department of Coal, New Delhi to refer the dispute on the following grounds and terms of reference.

- (1) That Sri Jogeshwar Manjhi and Mattu Manjhi were permanent employees of the Colliery but have not been given ample time and opportunity to explain the reasons for their absence.
- (2) The management appears to have violated the provisions under Standing Order as it has not initiated disciplinary proceeding before the striking of the name from the roll of the management.

In view of the above remarks received from Desk Officer, Government of India the matter was referred to BCCL, Koyla Bhawan vide letter No. A8/PM/88 dated 5-2-88. Dy. CPM(IR) vide his letter No. BCCL/PER/IR(E)ID/1/88 6273-75 dated 22nd and 24th March, 88 directed us to settle it with the concerned union/workmen on the following terms and condition.

Terms and Conditions.

- (1) Persons concerned should not be more than 45 years of age,
- (2) They should be medically fit by the Medical Board.
- (3) There should be proper Identification of the individual.

Accordingly the President, BCKU was requested to attend this Office or send some representative to settle this case on the terms of condition mentioned as above.

Again the representative of Bihar Colliery Kamgar Union approached Headquarter in reference to our letter written to Mr. A. K. Roy, President, BCKU and accordingly we have been directed by the Chief General Manager (Pers. & Admn.), Koyla Bhawan vide his letter No. BCCL/CGM(P&A)/PS/89/23759-61 dated 23-4-1989 to settle the dispute on the following terms.

If the employees who have crossed the age of 45 years or who are not found medically fit to work as Miner/Loader their sons will be taken into the employment provided they are found medically fit and proper identification received from the District Authority Dhanbad.

Accordingly union representative along with workers attended this Office today i.e. on 23-5-89 and settle the dispute on the following terms and conditions.

- (1) The workmen must not be more than 45 years of age.

- (2) They should be rewarded medically fit for Miner/Loader job by the Medical Officer, Central Hospital Kustore.
- (3) Their identification should be confirmed by the District Authority, Dhanbad before taking necessary action for allowing them on duty.
- (4) In case if they are found medically fit and proper identification received their posting will be done as and when required basis.
- (5) If they are found fit for duty and identification received from the District Authority in that case workmen concerned will not be entitled for any back wages for idle period on the principle of no work no pay.
- (6) In case the workmen concerned are declared by the Medical board more than 45 years of age their sons will be taken into employment subject to found their medical fitness by the medical board, Kustore and identification received from the District Authority.

Accordingly S/Sri Mattu Manjhi, Jogeshwar Manjhi, Somra Manjhi S/o Domar Manjhi will report to the Area Office within 15 days from the date of settlement along with recent photograph for their medical examination duly attested by Gazetted Officer/Union Representative.

From the Management Side

(1) (R. L. Gupta)

GM. Kustore Area.

(2) (B. K. Singh),

Dy. PM. (IR), Kustore Area.

Witness:

(1) Mattu Manjhi,

(2) Jogeshwar Manjhi.

From the Union side :

(1) (N. N. Singh).

Secy. BCKU.

(2) (A.M. Pal)

Secy. BCKU.

नई दिल्ली, 4 अगस्त, 1989

का.पा. 1938:—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार, मैसर्स ईस्टर्न कोल फील्ड्स लिमिटेड की बजना कोलियरी के प्रबन्धतंत्र से सम्बद्ध नियोजकों और उनके कर्मचारों के बीच, अनुबंध में निविष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण, (सं. 2) धनबाद के पंचाट को प्रकाशित करती है, जो केन्द्रीय सरकार को 24-7-1989 को प्राप्त हुआ था।

New Delhi, the 4th August, 1989

S. O. 1935.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Cen-

tral Government hereby publishes the award of the Central Govt. Industrial Tribunal (No. 2) Dhanbad as shown in the Annexure in the industrial dispute between the employers in relation to the management of Badjna Colliery of M/s. Eastern Coalfields Limited and their workmen which was received by the Central Government on the 24-7-1989.

ANNEXURE

BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL (NO. 2) AT DHANBAD.

Reference No. 202 of 1986

In the matter of an Industrial dispute under Section (10(1)(d) of the I.D. Act, 1947.

PARTIES :

Employers in relation to the management of Badjna Colliery of M/s. Eastern Coalfields Ltd. and their workmen.

APPEARANCES :

On behalf of the workmen—Shri D. Mukherjee, Secretary, Bihar Colliery Kamgar Union.

On behalf of the employers—Shri R. S. Murthy, Advocate.

STATE : Bihar.

INDUSTRY : Coal

Dhanbad, the 17th July, 1989

AWARD

The Government of India, Ministry of Labour in exercise of the powers conferred on them under Section 10(1)(d) of the I.D. Act, 1947 has referred the following dispute to this Tribunal for adjudication vide their Order No. L-20012(298)/85-D.III(A), dated, the 6th June, 1986

SCHEDULE

“Whether the action of the management of Badjna Colliery of M/s. Eastern Coalfields Ltd. in not giving employment to the workmen, whose names are mentioned below, is justified? If not, to what relief are these workmen entitled?”

ANNEXURE

1. Bimli Kora.
2. Bharat Bouri.
3. Roshni Kamin.
4. Monglu Bhuia.
5. Paimuni Bhuia.
6. Mahadeo Bhuia.
7. Kamli Bhuini.
8. Bahari Bhuini.
9. Smt. Kauswala Bhuini.
10. Tmiya Bhuini.
11. Smt. Aksa Bhuini.
12. Sri Shiblal Manjhi.

13. Bara Jugal Bhuia.
14. Smt. Panama Bhuini.
15. Chota Rajmi Bhuia.
16. Khandu Gorai.
17. Mathur Kole.
18. Juna Kole.
19. Abhinath Manjhi.
20. Haldhar Manjhi.
21. Chhota Jamini Bhumra.
22. Chhota Jugal Bhuia.
23. Gera Manjhi.
24. Karu Bhokta
25. Parsuram Manjhi.
26. Birju Rajbhar.

In this case both the parties appeared and filed their respective W. S. Thereafter the case was fixed for filing documents by both the parties. Subsequently when the case was fixed for filing documents, both the parties appeared before me and filed a Joint Compromise petition under their signature. I heard them on the said petition of compromise and I do find that the terms contained herein are fair, proper and beneficial to both the parties. Accordingly, I accept the same and pass an Award in terms of the Joint Compromise petition which forms part of the Award as Annexure.

I. N. SINHA, Presiding Officer

[No. L-20012/308/85-D.III(A)]

K. J. DYVA PRASAD, Desk Officer

ANNEXURE

BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL NO. 2 DHANBAD

In the matter of Reference No. 202 of 9186.

PARTIES :

Employers in relation to the management of
Baduna Colliery of Eastern Coalfields Ltd.,
P.O. Nirsha Chatti, Distt Dhanbad.

AND

Their workmen

Joint compromise petition of employers and
sponsoring Union.

The above mentioned employers and workmen most respectfully beg to submit jointly as follows :—

- (1) That the employers and the sponsoring union through their representatives have jointly negotiated the matter covered by the aforesaid reference with a view to arriving at an amicable and mutually acceptable overall settlement.
- (2) That it was noted and agreed to by both the parties that the problem and difficulty in the present case is the identification of the genuine persons numbering 26, whose names appear in the Annexure to Schedule to the reference order and to prevent that no impersonator secures employment under the Management with the name and in the place of any genuine persons covered by the

reference. It was further noted that the management had referred the matter relating to identification of the genuine persons entitled to employment under the management as per the reference order, to the Deputy Commissioner Dhanbad for verification, which has not been completed and is taking time.

- (3) That in view of the position as celebrated in para 2 above, and in order to ensure that the present case before this Hon'ble Tribunal is not kept pending indefinitely, the employers and the sponsoring union hereby agree that the persons who will be ultimately verified and certified by the Dy. Commissioner, Dhanbad as the genuine persons entitled to employment with attestation of their photographs, will be provided employment as underground loaders or wagon loaders for soft coke manufacturers of such loaders with the status of Badli workers, according to the management's requirements from time to time. It is further agreed between the two parties that such employment will be provided to the persons concerned within one month of the receipt of the necessary and certificates from the Dy. Commissioner, Dhanbad and female workers will be given Piece rated jobs available for them on the surface.
- (4) That it is agreed that till the date the persons concerned are provided employment as Badli workers, as laid down in para 3 above, they will not be entitled to any wages or other benefits.
- (5) That it is agreed that this is an overall agreement in full and final settlement of all the claims of the sponsoring union arising out of the above reference.
- (6) That both the parties consider the above agreement as fair just and reasonable to both the parties.

In view of the above both the parties jointly pray that the Hon'ble Tribunal may be pleased to accept this joint compromise petition and give an award accordingly and dispose of the above reference.

D. MUKHERJEE, Secy.

Bihar Colliery Kamgar Union.

For and on behalf of the workmen.

Addl. GME/AGENT
BADUNA COLLIERY
Eastern Coalfields Ltd.

RAL S MUTHY, Advocate
For Employers

S. P. SINGH, Dy. C.P.M

Nirsha Area.

Dated this the 28th day of June, 1989.

नई दिल्ली, 7 अगस्त, 1989

कां. प्र. 1936--औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) का धारा 17 के अनुसरण में, केन्द्रीय सरकार, नैसर्ग भारत कोकिंग कोल लिमिटेड की नुदखुरकी कोलियरी के प्रवर्तक से सम्बन्धित निर्यातों और उनके कर्मचारियों के बीच, अनुबंध में निहित औद्योगिक विवाद में केन्द्रीय सरकार अध्यागमन अधिकरण, (सं. 2), धनबाद के पञ्चायत का प्रकाशित करता है, जो केन्द्रीय सरकार का 24-7-1989 को प्राप्त हुआ था।

New Delhi, the 7th August, 1989

S. O. 1936.--In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award of the Central Government Industrial Tribunal (No. 2) Dhanbad as shown in the Annexure in the industrial dispute between the employers in relation to the management of Nudkhurkee Colliery of M/s. Bharat Coking Coal Limited and their workmen, which was received by the Central Government on the 24-7-89.

BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL (NO. 2) AT DHANBAD

PRESENT :

Shri I. N. Sinha, Presiding Officer

Reference No. 30 of 1987

In the matter of an Industrial dispute under section 10(1)(d) of the I.D. Act., 1947.

PARTIES :

Employers in relation to the management of Nudkhurkee Colliery of Messrs Bharat Coking Coal Limited and their workmen.

APPEARANCES :

On behalf of the workmen—Shri B. Lal, Advocate and Shri D. K. Verma, Advocate.

On behalf of the employers—Shri B. Joshi, Advocate.

STATE : Bihar. INDUSTRY : Coal.

Dated, Dhanbad, the 12th July, 1989

AWARD

The Govt. of India, Ministry of Labour in exercise of the powers conferred on them under section 10(1)(d) of the I.D. Act., 1947 has referred the following dispute to this Tribunal for adjudication vide their Order No. L-20012(254)/86-D.-III(A), dated the 15th January, 1987.

SCHEDULE

"Whether the demand of Rashtriya Colliery Mazdoor Sangh that the management of Nudkhurkee Colliery of BCCL should allow resumption of duty by their workman, Shri Menchita Singh as Cap Lamp Fitter on his transfer to that Colliery in July, 1985 with payment of back wages, is justified? If so, to what relief is this workman entitled?"

The case of the workmen is that the concerned workman Shri Machita Singh started working as casual employee in Burragarh Colliery since 1975. He got regular job in Hurradidih Colliery in the year 1979 as Miner/Loader and since then he was working regularly. In 1983 he was transferred to Mudidih Colliery. Although the concerned workman was designated as Miner/Loader but he was regularly working in the time rate job of Haulage Operator, Pump Khalashi etc. and from November, 1983 he started working regularly as Cap Lamp Fitter at Mudidih Colliery. Sometimes in 1982-83 a list of 19 workmen designated as Miner/Loader who were working in the time rated job at Hurradidih colliery was

prepared to rectify their designation according to the job being performed by them. The name of the concerned workman was also included in the said list of 19 workmen. Subsequently the designation of the 18 workmen named in the list were rectified and they continued to work in time rated jobs at Hurradidih colliery except the concerned workman who was transferred to Mudidih colliery vide office order dated 12/15-7-85 issued by the Personnel Manager, Karnik Bhawan. The concerned workman vide the said order was transferred on the same terms and conditions as that of Mudidih colliery. Vide order dated 14/15-5-85 issued by the Personnel Manager, Karnik Bhawan the concerned workman was transferred to Victoria West Colliery. The concerned workman was released by Mudidih colliery vide office order dated 18/20-5-85. Subsequently there was a modification of the office order dated 14/15-5-85 transferring the concerned workman from Mudidih colliery to Chanch Victoria Area by an office order dated 13/16-7-85 by which the concerned workman was transferred and posted in Block II Area "in his existing capacity and on the same terms and conditions of service as presently applicable to him." Vide Office order dated 29-7-85 the Personnel Manager, Block II Area posted the concerned workman at Nudkhurkee colliery in the existing capacity and on the same terms and condition of service. Mudidih colliery issued salary and service particulars of the concerned workman dated 2-8-85 under the signature of the competent officials including the Manager in which his designation was clearly mentioned in Sl. No. 3 as Miner/loader working as Cap Lamp Fitter. The Personnel Manager Block II Area vide his letter dated 24-7-85 reported to the Dy. Personnel Manager, Karnik Bhawan that the designation of the concerned workman has not been mentioned but from the enclosed papers it appear that the concerned workman was Miner/Loader and he further stated that they do not have any requirement of Miner/loader in their Area A. The supdt. Mudidih colliery vide his letter dated 25-7-85 wrote to the Personnel Manager Block II Area that although the designation of the concerned workman was not changed from Miner/loader to Cap Lamp Fitter but he was working at Mudidih colliery as Cap Lamp Fitter. The concerned workman reported for duty at Nudkhurkee colliery to work as Cap Lamp Fitter but he was asked to work as Miner/loader although the concerned workman had all along been working in time rated job and not as Miner/loader which is a piece rated job. The designation of the concerned workman as Miner/loader is a misnomer. The wages and service condition of a time rated worker is quite different from that of piece rated worker and the concerned workman was working in the time rated job of Cap Lamp Fitter who cannot be forced to work on piece rated job of Miner/loader. The action of the management was highly discriminatory and vindictive. On the above facts it is prayed that the management of Nudkhurkee colliery of M/s. BCCL should be directed to allow the concerned workman to resume the duty as Cap Lamp Fitter since his transfer to Nudkhurkee colliery in July, 1985 with payment of back wages.

The case of the management is that the concerned workman was a Miner/loader of Mudidih colliery of sijua Area before his transfer to Block II Area and his posting at Nudkhurkee colliery at Block II Area. The concerned workman reported for his duty at Block II Area on 23-7-85 and was posted at Nudkhurkee colliery on 29-7-85. He reported for duty at Nudkhurkee colliery and he was allotted with his normal duties as Miner/loader. The concerned workman claimed that he was working as Cap Lamp Fitter at Mudidih colliery before his transfer and as such he should be given the job of cap Lamp Fitter. The management of Block II Area had no requirement of Cap Lamp Fitter. The L.P.C. as well as the transfer letter described the concerned workman as Miner/loader. The management of Mudidih colliery had not regularised the concerned workman as Cap Lamp Fitter and did not transfer the concerned workman as Cap Lamp Fitter to Block II Area. The management of Nudkhurkee colliery could not therefore allow him to work in the alternate job of Cap Lamp Fitter and directed the concerned workman to work on his substantive job of Miner/loader. The concerned workman refused to work as Miner/loader and absented. The management on enquiry learnt that the concerned workman was sometime allowed to work as Cap Lamp Fitter although he was not possessing any certificate to enable him to work as Cap Lamp Fitter at Mudidih colliery. The concerned workman

was not having even elementary knowledge of Cap Lamp and safety lamp and he was not authorised by any competent authority to work as Cap Lamp Fitter. He was just given chance to learn the job of Cap Lamp Fitter at Mudidihi colliery so that in case of any vacancy he could be proposed for putting him on training to enable him to obtain this certificate. The concerned workman was holding the substantive post of miner/loader getting the highest wages of group VA whereas the time rated job of Cap Lamp Fitter is of Cat. IV. The concerned workman although got group VA wages of Miner/loader although he worked sometime as Cap Lamp Fitter at Mudidihi colliery. The concerned workman was transferred as Miner/loader to Block II Area and he was posted in the same post. Moreover, there was no vacancy for the post of Cap Lamp Fitter at Block II Area. On the above fact it is submitted that the concerned workman is not entitled to any relief.

The only point for decision is whether the concerned workman should have been allowed resumption of his duty as Cap Lamp Fitter on his transfer to Nudkharkee colliery in July, 1985 with payment of back wages.

The workmen examined three witnesses and the management examined one witness in support of their respective case. The document of the workmen have been marked Ext. W-1 to W-7 and the documents of the management have been marked Ext. M-1 to M-8.

Although in the beginning the management was half heartedly denying that the concerned workman was working as Cap Lamp Fitter but subsequently the management had to accept the truth of the fact that the concerned workman had worked as Cap Lamp Fitter in Mudidihi colliery prior to his transfer to Block II and Nudkharkee colliery. I will briefly deal with the evidence regarding the fact that the concerned workman had worked as Cap Lamp Fitter in Mudidihi colliery till July 1985. W.W.1 Kailash Prasad Cap Lamp incharge has stated that the concerned workman worked under him as Cap Lamp Fitter from 1983 to 1985 in Mudidihi colliery and that the concerned workman was transferred to Nudkharkee colliery in 1985. In cross-examination WW-1 has stated that the concerned workman was working in the time rated job prior to 1983 as Haulage Operator in Huralidih colliery. He has no doubt, stated that a certificate of competency is necessary for a Cap Lamp Fitter and that no letter was issued to the concerned workman regularising him as Cap Lamp Fitter at Mudidihi colliery but the fact remains that the concerned workman was taken the work of Cap Lamp Fitter by the management in Mudidihi colliery. WW12 is working as an Attendance Clerk in Mudidihi colliery since 1971. He has stated that he was marking the attendance of the concerned workman in Mudidihi colliery and has stated that the concerned workman was working as Cap Lamp Fitter from 1983 to 1985 and that thereafter the job of Cap Lamp Fitter and worked regularly as Cap is the concerned workman himself. He has stated that he was appointed in 1975 as trammer in Burragarh colliery and that in 1978 he was transferred to Huralidih colliery. He stated that he started working as Haulage operator and sometime as Pump Operator in the time rated job although his designation remained as Miner/loader. He has also stated that list of 19 workmen including him had been sent to the area office for chance of designation but in the meantime he was transferred to Mudidihi colliery. He further stated that he had worked for 2 months as time rated underground pump operator in Mudidihi colliery and thereafter he was given the job of Cap Lamp Fitter and worked regularly as Cap Lamp Fitter in Mudidihi colliery till May, 1985 and thereafter he was transferred to Nudkharkee colliery. He has stated that at Nudkharkee colliery he was told to work as Miner/loader as there was no post of Cap Lamp Fitter. In cross-examination he has stated that a Miner/loader is a piece rated job. He has further stated that he had received the wage slip of time rated job and was getting time rated wages.

The management has examined MW-1 Shri P. P. Singh who was the Agent of Nudkharkee colliery from May, 1985 to February, 1987. He has proved the Exts. M-1 to M-8 of which I would hereafter discuss. In cross-examination he has stated that he cannot say if the concerned workman was working as Cap Lamp Fitter in Mudidihi colliery prior to his transfer to Block II area. He had to admit that in Ext. M-8

the designation of the concerned workman is noted as Miner/loader working as Cap Lamp Fitter. He has also stated that the job of Miner/loader is piece rated and their wages are paid according to the actual work done by them. He had not made any verification in Mudidihi colliery whether the concerned workman was working as Cap Lamp Fitter. Thus his evidence is of neutral value so far the work of the concerned workman as Cap Lamp Fitter of Mudidihi colliery is concerned. Another important point from his evidence in the cross-examination appears that there is a cap Lamp cabin at Nudkharkee colliery where cap lamp Fitter work. Earlier the case of the management that there was no Cap Lamp Cabin in Block II Area is falsified by the evidence of MW-1 and it is clear that there is a cap lamp cabin at Nudkharkee colliery where Cap Lamp Fitters are posted and as such it cannot be said that the concerned workman could not have been given the work of Cap Lamp Fitter.

Now looking to the documentary evidence it will appear from Ext. M-1 dated 13-7-85 that there was modification of the office order dated 14/15-5-85 transferring the concerned workman from Mudidihi colliery to Chanch Victoria Area and he was posted in Block II Area in his existing capacity and on the said terms and conditions of service as presently applicable to him. Thus it will appear from this office order that the terms and condition of his service applicable to the concerned workman was being the same as was applicable at the time he was working in Mudidihi colliery. Ext. M-2 dated 29-7-85 is the office order issued by the Personnel Manager Block II Area posting the concerned workman at Nudkharkee colliery in the existing capacity and on the same terms and condition of service. Ext. M-4 dated 29-7-85 is a joining report of the concerned workman at Nudkharkee colliery. Thereafter Ext. M-3 dated 29-7-85 was issued to the concerned workman by which he was directed to work in No. 1 pit. Ext. M-5 dated 16-8-85 is a notice issued to the concerned workman stating that the concerned workman was deputed to work as miner/loader in No. 1 pit of Nudkharkee colliery and he was absenting from 5-8-85 to 14-8-85 and hence he will not be given any wages and he was also directed to join his duty by 20-8-85 failing which disciplinary proceeding was to be taken against him. Ext. M-8 is equivalent to Ext. W-1 issued on 2-8-85 by the Manager of Mudidihi colliery after the transfer of the concerned workman to Nudkharkee colliery. This exhibit contains the salary and service particulars of the concerned workman. Sl. No. 3 of the said Ext. shows the designation of the concerned workman as miner/loader working as Cap Lamp Fitter and was in Cat. IV getting the basic salary of Rs. 24.85 per day. Thus the document issued by the authority of Mudidihi colliery shows that the concerned workman was working as Cap Lamp Fitter although his designation continued as Miner/loader. There is another point which emerges from this service particulars that the concerned workman was not getting the wages of piece rated Group VA but was getting time rated wages of Cat. IV, as the concerned workman was working as a Cap Lamp Fitter and not as Miner/loader. Ext. W-2 dated 25-7-83 is a letter written by the Supdt. of Mudidihi colliery to the Personnel Manager Block II Area with reference to letter dated 4-7-85 of the Personnel Manager Block II Area to Shri R. P. Singh, Dy. P. M. Karmik Bhawan and a copy of which was sent to the Supdt. Mudidihi colliery. The Supdt. Mudidihi colliery informed by Ext. W-2 that the designation of the concerned workman had not been changed from Miner/loader to Cap Lamp Fitter till then but the concerned workman was working at Mudidihi colliery as Cap Lamp Fitter and that since his transfer was on administrative ground he may be allowed to resume his duty. Ext. W-3 is a slip dated 3-1-1986 by the Asstt. Colliery Manager of Mudidihi colliery showing that the concerned workman had worked as Cap Lamp Fitter from 30-1-84 to 19-5-85. Ext. W-4 and W-6 dated 4-1-85 are the same documents marked twice due to oversight. This letter is a corrigendum to the slip Ext. W3 dated 3-1-86. It is stated by the Dy. C.M.E. of Mudidihi colliery that the concerned workman was working as Cap Lamp Fitter from 30-1-84 to 19-5-85 in Mudidihi colliery and that he was doing hazree job with effect from 20-7-83 to 29-1-84. It appears therefore from this document that the concerned workman had worked as Cap Lamp Fitter from 30-1-84 to 19-5-85 and that earlier also he had worked in time rated job. Ext. W-7 dated 24-7-85 is a letter from Personnel Manager Block II Area to Shri R. P. Singh, Dy. Personnel Manager Karmik Bhawan in which it is stated that it appears from the letter dated 13/16-7-85 that

the designation of the concerned workman is not mentioned and from the enclosed papers but appeared that the concerned workman was a miner/loader but there was no requirement of miner/loader in Block II Area. I have mentioned all the documents and evidence from which it is clear that the concerned workman had in fact worked as Cap Lamp Fitter from 30-1-84 to 19-5-85 in Mudidih colliery and that even before that the concerned workman had worked in the time rated job. It is clear therefore that the concerned workman was working as Cap Lamp Fitter in Mudidih colliery at the time he was transferred to Block II Area/Nudkharkee colliery. Thus the existing job being performed by the concerned workman was of Cap Lamp Fitter and he was getting the wages of time rated Cat. IV. The terms of his transfer as stated in Ext. M-1 and Ext. M-2 is that he was being transferred from Mudidih colliery in his existing capacity and on the same terms and condition of service as presently applicable to him. Thus it will appear that the concerned workman was working in the capacity of Cap Lamp Fitter in time scale of Cat. IV and therefore he was transferred to do the job of Cap Lamp Fitter in the time scale of Cat. IV. The salary and service particulars also supports the case of the concerned workman. It is obvious therefore that the concerned workman who was working in the capacity of Cap Lamp Fitter should have been allowed to join as Cap Lamp Fitter in Nudkharkee colliery where there was a cap lamp cabin and he should be paid the pay scale of Cat. IV which was the existing condition of his service at the time of his transfer from Mudidih colliery. I hold, therefore that the concerned workman should have been allowed resumption of his duty as Cap Lamp Fitter on his transfer to Nudkharkee colliery in July, 1985 and that the management of Nudkharkee colliery was not at all justified in forcing the concerned workman to work as miner/loader only because the management had not changed his designation according to the job being performed by him.

In the result, I hold that the demand of the R.C.M.S. that the management of Nudkharkee colliery of M/s. B.C.C.L. should allow resumption of duty by their workman Shri Machita Singh as Cap Lamp Fitter on his transfer to that colliery in July, 1985 with payment of back wages is justified. The management is directed to allow resumption of duty of the concerned workman as Cap Lamp Fitter in Nudkharkee colliery with retrospective effect and that the management should pay back wages of cap lamp fitter to the concerned workman as detailed in the salary and service particulars Ext. W-1 issued by the Manager, Mudidih colliery on 2-8-85 with effect from July, 1985 within one month from the date of publication of the Award.

This is my Award.

I. N. SINHA, Presiding Officer
[No. L-20012(254)86-D.IV(A)/IR(Coal-D)]

का. मा. 1937--औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसूचन में, केन्द्रीय सरकार ने भारत कोकिंग कोल लिमिटेड की मूनीदीह प्रोजेक्ट के प्रबंधन के संबंध में निम्नलिखित और उनके कर्मचारियों के बीच, अनुसूचन में निम्नलिखित औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण, (सं. 2), धनबाद के पंचवट की प्रकाशित करनी है, जो केन्द्रीय सरकार को 26-7-1989 को प्राप्त हुआ था।

S.O. 1937.—In pursuance of section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award of the Central Government Industrial Tribunal No. 2, Dhanbad as shown in the Annexure in the industrial dispute between the employers in relation to the management of Moonidih project of M/s. Bharat Coking Coal Limited and their workmen which was received by the Central Government on the 26-7-1989.

BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL
TRIBUNAL (NO. 2) AT DHANBAD

PRESENT

Shri I. N. Singha,

Presiding Officer.

Reference No. 17 of 1983

In the matter of an industrial dispute under Section 10(1)(d) of the I.D. Act., 1947.

PARTIES :

Employers in relation to the management of Moonidih Project of Messrs. Bharat Coking Coal Limited and their workman.

APPEARANCES :

On behalf of the workmen.—Shri S. Bose, Secretary, R.C. M.S.

On behalf of the employers.—Shri R. S. Murthy, Advocate.

STATE : Bihar.

INDUSTRY : Coal.

Dated, Dhanbad, the 20th July, 1989

AWARD

The Govt. of India, Ministry of Labour and Rehabilitation in exercise of the powers conferred on them under Section 10(1)(d) of the I.D. Act., 1947 has referred the following dispute to this Tribunal for adjudication vide their Order No. L-26012/333/82-D.III(A) dated, the 14th March, 1983.

SCHEDULE

"Whether the action of the management of Moonidih Project of Messrs. Bharat Coking Coal Limited in not promoting Sri Rama Shankar Ojha as Clerk Grade-III after his being selected in the year 1980 is justified? If not, to what relief is the workman entitled?"

The case of the workmen is that the concerned workman Shri Ramsankar Ojha was first appointed as a piece rated miner in 1969. He was a matriculate and hence the management engaged him in time rated job in Cat. I from 20-12-69. From 11-5-70 the concerned workman was upgraded as Mate in time rated wages in Cat. III. Since December, 1975 he was posted as a Token boy in Miner's time keeping Section along with 4 other workmen namely S/Shri Abhoy Chatterjee, Rakho Hari Singh Raj Behari Roy and Lakhram Majhi. In 1978 the said four workmen were regularised in Clerical Grade-III but the concerned workman was left out by the management without any reason. Many juniors to the concerned workmen were promoted/upgraded in Clerical Grade-III but the case of the concerned workman was not considered. Again in 1980, 20 workmen were promoted/upgraded in Clerical Grade-III but the concerned workman was left out of the list. On the above facts it is submitted that the action of the management was arbitrary and illegal. It is prayed that the concerned workman be given Clerical Grade-III from 1978 with consequential relief.

The case of the management is that the concerned workman ceased to be an employee of Moonidih Project before the reference order was issued as he was already transferred to Govindpur Area on his request as such there can be no valid industrial dispute regarding such a workman of the management of Moonidih project. The reference is also bad on the ground that there is no legal proposition that any workman as entitled to promotion as of right.

The case of the management further is that the concerned workman was originally a piece rated miner since 1969. The job of piece rated miner in a coal mine is heavy manual work of arduous nature. The concerned workman is a sick person and suffering from serious diseases due to which he was frequently absenting from work and could not do the piece rated job. On compassionate ground and on the request of the concerned workmen he was put in Cat. I job in 1975. Subsequently he was regularised as mate in Cat. III with effect from 11-5-79 and was assigned the job of Token Boy in the Miner's time keeping section which is the job attracting Cat. I wages. The concerned workman was

doing all along the duties of a token boy in Cat. I although he was placed in Cat. III as a mate and he was enjoying higher wages than what was legally due to him for performing Cat. I job. The above facts will show that the management was quite sympathetic to him considering the seriousness of his sickness.

In 1980 the concerned workman appeared in the written and oral test for selection to the post of Clerk Grade-III along with others. A merit list of 20 workmen was prepared by the Selection committee in respect of the workmen who were selected to the post of Clerical Grade-III. In the said merit list the name of the concerned workman appeared at Sl. No. 19. Out of the said merit list the first 7 candidates were promoted in the first instance and thereafter when further vacancies arose 11 candidates out of the said list were promoted. Accordingly 18 workmen out of the merit list were promoted as Clerk Grade-II. The promotion of the candidates covered by selection list based on merit is always subject to continued satisfactory performance, punctuality in attendance good conduct etc. and if the candidate is found deficient in regard to such factors the management has a right not to promote such persons. After the promotion of the first 18 candidates in the selection list, a review was made in regard to the case of concerned workman which revealed that he was continuing to absent from work frequently and for long spells. Out of about 306 working days in a calendar year the concerned workman was present on duty in 1978, 1979, 1980 and 1981 for 148, 128, 157 and 55 days only. Due to the said absence the management did not promote the concerned workman to the post of Clerk Grade-III. Even thereafter the concerned workman continued to absent from work frequently and for long spells as before. The concerned workman felt that he should be posted in one of the collieries of Govindpur Area which was very near to his village. The management agreed to the request of the concerned workman. The claim of the concerned workman for promotion to the post of Clerk Grade-III under such circumstances was not justified. Mere inclusion of the name of the concerned workman in the selection list cannot give him any right to claim for promotion as promotion is a sole management's function and the workman cannot claim as of right. S/Shri Abhoy Chatterjee, Rakho Hari Singh, Raj Behari Roy and Lakhiram Manihi were initially piece rated workers but as they were entrusted for a long time with the job of Clerk Grade-III they were regularised in the post of Clerk Grade-III. Their case cannot be compared with the case of the concerned workman as the concerned workman was never employed as a clerk at any time and he was employed only as a token boy. On the above facts it is submitted that the action of the management of Moonidih Project in not promoting the concerned workman as Clerk Grade-III after his being selected in the year 1980 is justified and that the concerned workman is entitled to no relief.

The point for decision in this case is whether the management was justified in not promoting the concerned workman as Clerk Grade-III after his being selected in the year 1980.

The management examined one witness and the workmen examined two witnesses in support of their respective case. The documents of the management are marked Ext. M-1 to M-6 and the documents of the workmen are marked Ext. W-1 to W-10.

Much of the facts of the case are almost admitted. Originally the concerned workman was appointed as a piece rated miner in 1969 and was put in Cat. I job and it is also admitted that subsequently he was upgraded as a mate in time rated wages of Cat. III. It is also admitted that the concerned workman appeared in the written and oral test in 1980 along with others for selection to the post of Clerk Grade-III and that he was selected and his name appeared at Sl. No. 19 of the merit list prepared by the selection committee. It is also admitted that all the persons named in the merit list were promoted to the post of Clerk Grade-III except the concerned workman.

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Ext. M-1 is the D.P.C. report. It will show that the D.P.C. conducted written test on 7-1-80 and viva voce test on 11-4-80 and 19-4-80 to adjudge suitability of the 25 applicants who had appeared in the written test. Out of the 25 applicants who had appeared in the written test 20 candidates qualified in the written test and the D.P.C. prepared a merit list of the applicants along with the marks obtained by them. The said merit list will show that the concerned workman Ramashankar Ojha stands 19 in the merit list. It will also appear that all the 20 candidates had also qualified in the viva voce test. The D.P.C. recommended that vacancies for Grade-III clerk may be filled in from the above merit list. MW-1 was Dy. P.M. and P.M. in Moonidih Project from 1977 to March, 1984. He has stated that in 1980 a selection was made in respect of Clerk Grade-III in Moonidih Project and he was a member Secretary of the selection committee. He has stated that written test and an interview of the candidates were held. He has also proved the signature of the members of the D.P.C. The concerned workman WW-1 has also stated that a test and interview was held in Moonidih for promotion to Clerical Grade-III and he along with 30 others were interviewed and tested for promotion in Clerk Grade-III. He has stated that the test was held on 7-1-80. Thus the concerned workman also admits that the D.P.C. was held for selection of Clerk Grade-III in January, 1980. The D.P.C. report Ext. M-1 of which I have referred to above shows that the concerned workman was 19th in the merit list for promotion to Clerical Grade-III. Thus it is clear that the concerned workman was selected by the D.P.C. for being promoted to the post of Clerical Grade-III when vacancy arose.

Ext. M-3 dated 5th May, 1980, Ext. M-3/1 dated 9th May, 1980 Ext. M-3/2 dated 3rd May, 1980 and Ext. M-4 dated 4th/5th April, 1980 are the office orders showing that 18 persons out of the merit list as stated in Ext. M-1 were all promoted and posted as Clerk Grade-III. Ext. M-4 will further show that Sl. No. 11 Amalwar Mahato was at Sl. No. 20 of the merit list in Ext. M-1 and it appears that even the last man of the merit list was promoted to the post of Clerk Grade-III. In the merit list the position of the concerned workman is at Sl. No. 19 and therefore he was senior to Amalwar Mahato for the purpose of considering promotion in Clerk Grade-III.

The question to be considered is as to why the concerned workman who was higher in the merit list was not promoted to the post of Clerk Grade-III and a candidate who was lower in the merit list from the workman was promoted to the post of Clerk Grade-III as shown in Ext. M-4. MW-1 Shri V. R. Joshi has stated that the concerned workman was not promoted to the post of Clerk Grade-III as he was irregular in the attendance in the past from 1978 to 1980. Ext. M-5 is a letter dated 31st March, 1982/8th April, 1982 under the signature of Shri A. K. Gupta, Project Officer, Moonidih Project in which it is stated that the D.P.C. prepared a panel of clerks including the concerned workman which was approved by the then G.M. and out of the said panel some persons were regularised as clerk in Grade-III as per requirement but the concerned workman was not considered though his name appeared in the panel as his performance was not found satisfactory and he was very irregular in his duty. The G.M. gave the number of days of attendance of the concerned workman for the years 1978 to 1981 to show that his attendance was very low in those years. There is no evidence in the case to show as to who had considered that the concerned workman should not be given the post of Clerk Grade-III prior to 14th/15th April, 1981 when 41 persons including Amalwar Mahato last in the merit list was promoted to the post of Clerk Gr-III. Even MW-1 has not stated as to who had considered not to promote the concerned workman to the post of Clerk Gr-III. It is for the first time that the reason of not promoting the concerned workman to the post of Clerk Gr-III was stated in Ext. M-5 dated 31st March, 1983. Even in this Ext. M-5 there is no mention as to who had decided not to promote the concerned workman in Clerical Gr. III at the time when even the last candidate in the merit list was promoted to the post of Clerk Grade-III. It appears that the reason for not promoting the concerned workman has subsequently been thought out in Ext. M-5 when the G.M. had to reply to the letter of Joint General Secretary of RCMS dated 12th March, 1982.

Even in Ext. M-5 it is stated by the G.M. of Moonidih Project that the panel prepared by the D.P.C. was approved by the then G.M. If the panel prepared by the D.P.C. was approved by the then G.M. I do not find any reason to think that any authority had considered the undesirability of promoting the concerned workman to the post of Clerk Grade-III. If the concerned workman was 19th in the merit list and a person lower in the list than the concerned workman was selected, and also when the said list was approved by the then G.M., I fail to find out any cogent reason as to why the concerned workman could not be promoted to Clerk Grade-III.

As already discussed above the reason for not promoting the concerned workman which has now been given is that as the concerned workman was very irregular in his duty he was not considered for promotion to Clerk Grade-III. Ext. W-9 is an office order dated 21st/24th January, 1986 which shows that the concerned workman along with another was promoted to Clerk Grade-II. The concerned workman WW-1 has stated that he got Clerical Grade-II in 1986. It appears therefore from Ext. W-9 and the evidence of WW-1 that the concerned workman was promoted to Clerical Grade-III from January, 1986 ignoring the fact that the concerned workman was not earlier promoted in Clerical Grade-III. If the concerned workman was not fit for promotion to Clerk Grade-III because of his irregular and scanty attendance there is no reason as to why the management thought of promoting him to Clerical Grade-III straightway. It appears that the management was conscious of the fact that the concerned workman was actually doing the job of clerical Grade-III and that he should have been given the post of Clerk Grade-III and therefore the management promoted him to Clerk Grade-II in January, 1986. Ext. M-4 shows that Amalashwar Mahato who was at Sl. No. 20 of the merit list was promoted to the post of Clerk Grade-III on 5th April, 1981 and as there was no valid reason established in this case, the concerned workman also deserved to be promoted to the post of Clerk Grade-III at least from 5th April, 1981 when Amalashwar Mahato who was last in the merit list was promoted. In the above view of the matter it will be deemed that the concerned workman was also promoted to the post of Clerk Grade-III from 5th April, 1981 and the management should pay him difference of wages of Cat. III and Clerical Grade-III from 5th April, 1981 to 23rd January, 1986 whereafter the concerned workman was promoted to the post of Clerk Grade-II.

It will appear that the D.P.C. was held when the concerned workman was working in Moonidih Project. The persons named in the merit list were promoted by 5th April, 1981 when the concerned workman was still working in the Moonidih Project. Ext. W-4 is the office order dated 23rd/24th March, 1983 which shows that the concerned workman was released from Moonidih Project with effect from 28th March, 1983 with a direction to report for duty to the G.M., Govindpur Area. Ext. W-6 dated 6th April, 1983 shows that from Govindpur Area the concerned workman was posted at Akashkinari colliery. Thus it is clear that the concerned workman had continued in Moonidih Project till 26th March, 1983. Ext. M-5 dated 8th April, 1982 was issued when the concerned workman was in Moonidih Project in which the management disclosed the reason as to why the concerned workman was not promoted in Clerk Grade-III. The reference was made by the order dated 10th March, 1983 when the concerned workman was working in Moonidih Project. The industrial dispute must have been raised by the workmen even prior to that and hence the reference order was quite in order. The subsequent transfer of the concerned workman to Govindpur Colliery cannot in any case vitiate the order of reference.

In the result, I hold that the action of the management of Moonidih Project of M/s. B.C.C.L. in not promoting the concerned workman Shri Ramashankar Ojha as Clerk Grade-III after his being selected in the year 1980 is not justified. The management is directed to promote the concerned workman to the post of Clerk Grade-III with effect from 5th April, 1981 and to pay him the difference of wages of

Cat. III and Clerical Grade-III from 5th April, 1981 to 23rd January, 1986 within one month from the date of publication of the Award.

This is my Award.

Sd/-

I. N. SINHA, Presiding Officer

[No. L-20012(333)/82-D.III(A)/IR (C-D)]

का. मा. 1938:- औद्योगिक विवाद अधिनियम, 1947 (1947 कोकिंग कोल विमिटेड का लोयाबाद कोलनदरी के प्रबंधन से सम्बद्ध नियोक्तों और उनके कर्मचारों के बीच, अनुबंध में निश्चित औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण, (सं. 2), धनबाद के पंचाट का प्रकाशित करता है, जो केन्द्रीय सरकार का 24-7-1989 को प्राप्त हुआ था।

S. O. 1938.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award of the Central Government Industrial Tribunal No. 2, Dhanbad as shown in the Annexure in the industrial dispute between the employers in relation to the management of Loyabad Colliery of M/s. Bharat Coking Coal Limited and their workmen, which was received by the Central Government on the 24-7-89.

BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL (NO. 2) AT DHANBAD

PRESENT :

Shri I. N. Sinha, Presiding Officer.

Reference No. 39 of 1985

In the matter of an industrial dispute under section 10(1)(d) of the I.D. Act., 1947.

PARTIES :

Employers in relation to the management of Loyabad Colliery of Messrs. Bharat Coking Coal Limited and their workman.

APPEARANCES :

On behalf of the workman—Shri S. Bose, Secretary, RCMS Union.

On behalf of the employers—Shri G. Prasad, Advocate.

STATE : Bihar.

INDUSTRY : Coal

Dated, Dhanbad, the 17th July 1989

AWARD

The Govt. of India, Ministry of Labour in exercise of the powers conferred on them under section 10(1)(d) of the I.D. Act., 1947 has referred the following dispute to this Tribunal for adjudication vide their Order No. L-20012/(385)/84-D. III(A), dated, the 15th April, 1985.

SCHEDULE

“Whether the demand of Rashtriya Colliery Mazdoor Sangh that Shri Suresh Chander Clerk, Loyabad Colliery, P.O. Bansjora, Distt. Dhanbad of Messrs. Bharat Coking Coal Limited should be given Clerical Grade-II with effect from January, 1973 and promoted to Clerical Grade-II with effect from 16-10-1982 is justified ? If so, to what relief this workman is entitled?”

In this case both the parties appeared before me and filed their respective W.S. and documents. Subsequently at the stages of oral evidence, both the parties appeared before me and filed a Joint petition of compromise. I heard them on the said petition of compromise and I do find that the terms contained therein are fair, proper and beneficial to both the parties. Accordingly I accept the same and pass an Award in terms of the Joint Compromise petition which forms part of the Award as Annexure.

I. N. SINHA, Presiding Officer

[No. L-20012/(385)/84-D.III(A)|IR(C-I)]

K. J. DYVA PRASAD, Desk Officer.

ANNEXURE

BEFORE THE PRESIDING OFFICER, CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL NO. 2, DHANBAD

Ref : No. 39/85

PARTIES :

Employers in relation to the management of Loyabad Colliery of M/s. Bharat Coking Coal Ltd.

AND

Their workmen

The humble joint petition of compromise on behalf of the parties:—

Most respectfully sheweth :—

1. That the Central Government by a Notification No. L-20012(385)84-DIII(A) dt. 19-4-1985 has referred the Industrial Dispute as perschedule noted for an adjudication u/s. 10(1)(d)(2A) of the Industrial Disputes Act, 1947, hereinafter referred to as the Act, to this Hon'ble Tribunal.

SCHEDULE

"Whether the demand of Rashtriya colliery Mazdoor Sangh that Shri Suresh Chander Clerk, Loyabad colliery, P.O. Bansjora, Distt. Dhanbad of M/s. Bharat Coking Coal Ltd should be given clerical Grade I from 16-10-1982 is justified ? If so, to what relief this workman is entitled ?"

2. That, the parties discussed the dispute outside the court and have settled the dispute on the following terms and conditions.

TERMS AND CONDITIONS

- (1) That it was found from the seniority list of Clerks in Grade II that Sri Suresh Chouhan was in Serial No. 240 and whereas Sri Kuldip Nomda Chouhan was in Serial No. 244, and therefore Sri Suresh Chouhan, senior to Sri Kuldip Chouhan, Sri Kuldip Nomda Chouhan was promoted on 16-12-82 whereas the name of Sri Suresh Chouhan was left out.
- (2) That, as per cadre scheme for Ministerial staff subject to satisfactory performance seniority is the criteria for promotion.
- (3) That, in the case of Sri Chouhan there was no allegation that his performance was not satisfactory.
- (4) That, it was, therefore agreed that Sri Suresh Chouhan should be promoted and placed in clerical Gr. I with effect from the date on which Sri Kuldip Chouhan was promoted.
- (5) That, it was also agreed that Sri Suresh Chouhan should be given only a national promotion with effect the date on which Shri Kuldip Chouhan was promoted.

(6) That Sri Suresh Chouhan shall be entitled to back wages prior to January, 1986.

(7) This settles all the disputes between the parties.

(8) That, the settlement is fair and proper.

(9) That, it was also agreed that seven copies of the settlement to be filed before the Hon'ble Tribunal and the Hon'ble Tribunal may be requested to pass an award in terms of the settlement.

It is, therefore, prayed that your honour may be graciously pleased to accept the settlement and pass an award in terms of the settlement.

And for this act of kindness, the parties shall ever pray.

Representing workmen.

1.

2.

Workmen.

Witness.

1.

2.

Representing employer.

1.

2.

Advocate.

नई दिल्ली, 3 अगस्त, 1989

क या. 1939-औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) का धारा 17 के प्रमाण में, केन्द्र सरकार युनाइटेड बैंक ऑफ इंडिया के प्रबन्धन के संघर्ष नियोजकों और उनके कर्मचारियों के बीच, अतुल्य में निर्दिष्ट औद्योगिक विवाद में औद्योगिक अधिकरण, मद्रास के पंचाट का प्रकाशन करने है, जो केन्द्रीय सरकार को 25-7-89 को प्राप्त हुआ था।

New Delhi, the 3rd August, 1989

S.O. 1939.—In pursuance of section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award of the Industrial Tribunal, Madras, as shown in the Annexure in the industrial dispute between the employers in relation to the United Bank of India and their workmen, which was received by the Central Government on the 25th July, 1989.

ANNEXURE

BEFORE THE INDUSTRIAL TRIBUNAL.

TAMILNADU, MADRAS

Monday, the 12th day of June, 1989

Industrial Dispute No. 66/86

(In the matter of dispute between the Workman and the Management of United Bank of India, Madras under Section 10(1)(d) of the Industrial Disputes Act, 1947).

BETWEEN

The workman/represented by

United Bank of India Employees Association,
146, Broadway, Madras-600108.

AND

The Assistant General Manager, United Bank of
India, Southern Region, 59, Kutchery
Road, First Floor, Madras-600004.

Reference : Order No. L. 12012/266/85-I. II(A),
dated 12-9-1986 of the Ministry of La-
bour, Government of India, New Delhi.

This dispute coming on for final hearing on Friday, the 17th day of February, 1989 upon perusing the reference, claim and country statements and all other material papers on record and upon hearing the arguments of Thiru V. S. Ekambaram, Authorised Representative appearing for the workman and of Tvl. V. K. Nair and S. Venkataraman, Authorised Representative for the Management and this dispute having stood over till this day for consideration, this Tribunal made the following :

AWARD

This dispute between the workman and the Management of United Bank of India, Madras arises out of a reference under Section 10(1)(d) of the I.D. Act, Central Government of India in its Order No. I-12012/266/85-D. II(A) dated 12-9-86 of Ministry of Labour for the adjudication of the following issue :

“Whether the action of the Management of United Bank of India, Southern Region, Madras through Manager, Mylapore Branch, Madras in terminating the services of Shri K. Janardhanan, Temporary Sub-staff with effect from 17-11-83 is justified? If not, to what relief is the concerned workman entitled?”

2. The averments in the claim petition are that one Janardhanan was first appointed as a sub-staff on 16-7-81 at Madras Main Branch of the Respondent-Bank on temporary basis. The services were utilised in various branches in Madras City and his service details where he worked are furnished in the claim petition. While so, he was not engaged by the Respondent Bank after 17-11-1983, the Manager of the Mylapore Branch of the Respondent-Bank abruptly served a relieving order to Janardhanan at the close of working hours on 17-11-83. His representation to the bank had no effect. He has served in various branches of respondent-Bank for 743 days as furnished in the claim statement. He was a candidate, who came out successful in the written test and interview held at Madras on 25-8-1975 for selection and appointed as sub-staff in the respondent-bank. His name was empanelled to be appointed as a temporary sub-staff in the leave vacancies of permanent sub-staff. The said Janardhanan, though he was at No. 6 in the empanel list and asked to report for duty as temporary sub-staff on 15-1-81. In fact, all the candidates above him in the order of merit and

some below him in rank were engaged by the Respondent-Bank and they have been subsequently absorbed as sub-staff permanently. While so the disengagement of Janardhanan from 17-11-83 is unfair and unjust. The Respondent-Bank reported to the conciliation officer that the temporary sub-staff who worked in banking service upto 23-6-81 were alone absorbed in service and since Janardhanan was appointed as temporary sub-staff only on 16-7-81. The respondent was under no obligation to absorb him permanently in Bank's service. This plea is not illegal and not maintainable. The respondent justified their illegal action in having terminated the service of Janardhanan by referring to the directions of Government of India, Ministry of Finance (Banking Division) regarding recruitment of candidates in subordinate cadre of the banks. The respondent has invoked the provisions of sub-clause 2(00)(bb) of the I.D. Act with a view to defend their action in that termination of Janardhanan was not a case of retrenchment and in violation of Section 25(f) of the I. D. Act. The Respondent also had come forward to pay fifteen days average pay for every completed year of continuous service or any part thereof or excess of six months during the period of conciliation. The Respondent-Bank also admitted that they have recruited the sub-staff cadre in Tamil Nadu several employees after October, 1983. The recruitment on the regularisation of those personnel are violation of section 25(G) and 25(H) of the Act. The termination of the service of Janardhanan therefore is illegal and direct the respondent to reinstate him in service.

3. The Respondent in its counter besides denying the various allegations made in the claim statement states, the said Janardhanan was one of the candidates empanelled to be engaged as a temporary sub-staff in leave vacancies in the Respondent Bank. The Head Office of the Respondent-Bank at Calcutta released the names of persons from the panel for appointment as temporary sub-staff in the leave vacancies according to the assessment of merit made by the Head Office. The head office released the name of Janardhanan only on 2-5-1981 on their assessment of merit and he was appointed thereafter from 16-7-81. He continued till 17-11-83. At the conciliation meeting held before the Assistant Labour Commissioner, Central, Madras the offer made by Respondent-Bank to pay retrenchment compensation at 15 days wages for each completed year of service to Janardhanan. Since the Respondents discharged their statutory duty under Section 25-F of the I.D. Act, they offered to pay the worker the retrenchment compensation and the same was rejected by the Petitioner's representatives. There is no violation of the same. While so on 25-6-81 the Respondent-Bank's Head Office took a policy decision to do away with the engagement of temporary sub-staff in leave vacancies and decided to have a relieving pool of permanent sub-staff who would be posted in leave vacancies. The Bank in consultation with the recognised association decided to absorb such of those candidates who had worked as temporary sub-staff since 1976 and completed 240 days by 23-6-81. Other temporary sub-staff who were solely absorbed within a period of two years. In the case of Janardhanan since his first appointment was only on 16-7-81, he could not be absorbed permanently in terms of the

Circular dated 25-6-81. On 30-9-78 the Government of India, Ministry of Finance, Department of Economic Affairs (Banking Division) by their letter directed that all the nationalised banks should fill up vacancies only through the Employment Exchange and other permissible sources should be tapped only if the Employment Exchange concerned issued a non-availability certificate. This circular was followed up by another letter dated 23-12-81, from the Ministry of Finance stating that the instructions contained in the letter dated 30-9-1978 should be followed by the Banks without exception and any practice or agreement which allows appointment or absorption of persons in subordinate cadre without referring the vacancies to the Employment Exchange must be terminated forthwith. Hence the Respondent has no other alternative but to issue a notice dated 18-2-82 withdrawing the circular dated 25-6-81. The said Janardhanan since had not come through the Employment Exchange, the Respondent had to discontinue his temporary appointment. The allegation in the claim statement that as if some injustice has been done to Janardhanan by engaging candidates below him in the list is incorrect. The absorbing of some temporary sub-staff subsequently in terms of the Circular dated 25-6-81 after Janardhanan because of the fact their names were released earlier than Janardhanan. Further Janardhanan had not worked as temporary sub-staff even for a day prior to 23-6-1981 and therefore he could not possibly be absorbed as a permanent sub-staff in terms of the Head Office Circular dated 25-6-1981. Regarding the allegations in paragraph 11 of the claim statement that the persons whose names are mentioned therein were recruited as sub-staff after 1983 is true. In that list Serial No. 1 to 4 are ex-Servicemen who were recruited through the Sainik Board, a channel recognised by the Government of India. Serial Nos 5 to 8 came through the Employment Exchange. The name of Janardhanan was not submitted by the Employment Exchange and therefore he could not be considered. Since Janardhanan did not come through the Employment Exchange and he did not satisfy the condition set out in the Head Office Circular dated 25-6-1981 and therefore there is no violation of Section 25(G) or 25(H) of the I. D. Act. There is no violation of any other provisions of I.D. Act, or Sashtiv Award or Bi-partite Settlements. Hence Janardhanan is not entitled to reinstatement.

4. The Petitioner in the rejoinder states, while Janardhanan was No. 6 in the list of Employment Exchange, person who were below him were engaged earlier to appointment of Janardhanan. One V. Babu, who is No. 26 in the empanelled list of 33 candidates were given appointment for one day on 19-5-1981 i.e. after the expiry of the panel and also after the release of the next panel on 2-5-1981. The Respondent has violated his own procedure. There is no subsisting agreement with the All India Association in the matter of absorption of temporary sub-staff and in any case the Respondent Bank's action in having given a notice of change of service conditions under Section 9-A of the I. D. Act which goes to disprove the bonafide of Respondent's contention. The Respondent-Bank had not implemented the Government of India's circular dated 30-9-1978 until the receipt of D.O. letter dated 23-12-1981.

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5. The Respondent Bank in the reply rejoinder statement states that Janardhanan was figured as No. 6 in the list that one Babu was empanelled in the list of 1977 and Babu was given appointment on 19-5-81. It is incorrect to state that the Respondent violated the norms in appointing Babu. The Respondent-Bank is under legal obligation under the Employment Exchange (Compulsory Notification of vacancies) Act, 1959 to notify the vacancies in the Subordinate cadre to the concerned Employment Exchange and recruit sub-staff through such Employment Exchange. This direction is mandatory and could not violate those provisions. The Petitioner chose to make an issue only after a delay of two years of dismissal of said Janardhanan. The claim deserves to be rejected on this ground alone. The Respondent Bank complied with the provisions of Section 25(F) of the I.D. Act even assuming it is applicable when respondent offered the compensation to the workmen on 19-11-85 and it was turned down. Since he did not come through Employment Exchange or Sainik Board, the Bank could not re-employ him.

6. The points for determination are (i) whether the termination of Thiru Janardhanan, temporary sub-staff with effect from 17-11-83 by the Respondent Bank at Mylapore Branch through its Manager is justified ? (ii) To what relief is the workman entitled to ?

7. The Petitioner examined W.W. 1 and the Respondent examined M.W. 1 and 2. Exs. W-1 to W-7 and M-1 to M-21 were marked by consent.

8. Point (i) In this case though as many as twenty one documents on the side of the Management and seven documents on the side of the Petitioner were filed, the facts that the appointment of Janardhanan on 16-7-81 and disengagement on 17-11-83 are not disputed. It is the case of the Petitioner Union that the said Janardhanan worked for 743 days from 16-7-81 to 17-11-83. He would also add that persons recruited after him were made permanent. In the cross-examination he would concede that written order was not given and he was informed by the Management-Respondent that his services were not required beyond 17-11-83. In the cross-examination he would concede that his name was not sponsored through the Employment Exchange and that one Francis Mohan and Godhandarman were appointed before him and that Babu was appointed subsequently was made permanent. After his evidence M.W. 1, the Assistant Manager of the Respondent-Bank was examined and he worked in the Regional Office from 1978 to 1983 and that he knows Janardhanan, W.W. 1. He would also speak about the appointment of Janardhanan. According to him, after receipt of list from the Head Office and he would be given by the Regional Manager a list of appointment orders to be sent. He would state that their office has nothing to do with the list prepared by the Head Office. M.W. 2 was working the Personnel Department of the Respondent Bank relating to recruitment, transfer and posting of workmen, who come and explain the procedure followed for selection of candidates and also selection of permanent candidates and also temporary candidates. He

would add that the candidates who came out successfully from the interview as per the order of merit were being appointed in filling up the leave vacancies for branches by the Main Branch Office. The Main Branch Office sends the panel for approval to Head Office and after approving the panel, the Head Office released the list. According to him the delay in releasing the name of Janardhanan was due to the fact certain particulars were not furnished by Janardhanan in time inspite of reminders. In the light of this evidence, it is now to be seen whether the Petitioner-Union has made out a case. The Respondent-Management would give the reason for disengaging the said Janardhanan as per direction issued by the Government of India under M-5 and M-7. It is the case of the Respondent that under M-5 dated 30-9-78 the Government of India has categorically stated that the vacancies in the subordinate cadre should be notified to the Employment Exchange and all vacancies arising under the Central Government Office/Establishments including statutory organisations should not only to be notified but also to be filed through the Employment Exchange alone. M-7 is the reminder of the Government of India dated 23-12-1981 of the earlier direction under M-5. In this document, the directions given by the Government of India is that any practice or agreement which allows appointment or absorption of persons in the subordinate cadre without referring the vacancies to the employment exchange must be terminated forthwith. In the light of these two circular letters, the Respondent-Bank feels the inability to absorb the said Janardhanan, though he had worked more than 240 days. It is also the case of the Respondent-Bank that the scheme of absorption of temporary subordinate employees of the Union came into force on 24-6-81 as can be seen from M-9. The scheme says that temporary subordinate employees selected from panel, who have already completed since 1976, 240 days service upto 23-6-81 with or without break are to be appointed or absorbed first in the sanctioned vacancy. According to this scheme the worker having service on 23-6-81 who has completed 240 days with or without break of service has to be absorbed. It further says that temporary subordinate employees selected to the panel who have worked since 1976 in the leave vacancy from time to time are to be appointed or absorbed against permanent vacancies within a period of two years gradually on seniority basis to be counted from their respective initial date of appointment as temporary subordinate employees. In the light of this scheme from formulated under M-9 in consultation with Union it is contended Janardhanan having been appointed subsequently on 23-6-81 he has necessarily to be disengaged. In other words it is an unfortunate case according to the Respondent-Bank that his appointment as a temporary sub-staff was delayed due to some reasons. However, it is urged by the Respondent-Bank's counsel that apart from M-9 in the case of Janardhanan, the direction of the Government of India under M-5 dated 30-9-78 coupled with the reminder sent by the Government of India under M-7 dated 23-12-81 stood in the way of absorbing of said Janardhanan. It is reiterated by the Counsel for the Respondent that M-7 letter, which is a continuation of M-5, has categorically instructed the Respondent-Bank to terminate the appointment or ab-

sorption of persons at subordinate cadre without referring vacancies to the Employment Exchange. It is urged on behalf of the Respondent that they are bound to comply with the directions of Government of India and therefore there is no alternative except to disengage the said Janardhanan. At this stage, the Respondent-Bank would concede that fact that subsequent to him from 1983-84, 83 candidates were recruited. M-21 is the xerox copy of the particulars given to the President of the Petitioner-Union showing the names of persons recruited in the year 1983. This list shows the recruitment of various categories and Janardhanan does not fall in any of the categories. Whatever may be, the fact remains that those two directions contained under M-5 and M-7 stand in the way of absorbing Janardhanan. It is curious to note that according to M-5 direction, the subordinate staff are to be recruited through the employment exchange came into force from 30-9-1978, while so it is surprising, to note that many temporary subordinate staff including Janardhanan were appointed in the leave vacancies inspite of the directions contained under M-5. On the otherhand the only explanation offered by the Respondent for violating Ex. M-5 is that 'it is by mistake'. It is also significant to note that inspite of M-5 directions a scheme was prepared for absorption of temporary sub-staff on 25-6-81 under M-9. It is thus seen the general directions contained under M-5 were simply ignored by the Respondent and they came on their own way of doing things. In so doing Janardhanan though was empanelled in 1977 has fallen as a victim by the reason of scheme frame under M-8.

9. The Respondent may be justified in pointing out M-5 and M-7 directions have great handicap. They cannot get over the fact that Janardhanan had worked for more than 240 days during the preceding 12 months preceding the date with reference to which calculation is to be made. In view of this fact a question arises that though, according to the Respondent—Management, he is only a temporary employee whether he can be disengaged and not terminated and whether disengagement would amount to termination. It is not a case of the Respondent under Section 2(oo)(bb) to attract. Further Section 2(oo) defines "Termination by the employer of the service of a workman for any reason whatsoever would constitute retrenchment except in cases excepted in the section itself. The excepted or excluded cases are where termination is by way of punishment inflicted by way of disciplinary action****". Further, it is seen from a decision reported in 1980—II—L.L.J. page 72 the expression 'retrenchment' could not become in narrow interpretation to cover the cases of discharge from service on account of surplusage only. In view of the finding that even disengaging the worker would amount to retrenchment. The further question would arise whether provision of Section 25-F of the I.D. Act have been complied with. Section 25-F of the Industrial Disputes Act laid down various conditions precedent to retrenchment of workmen. In this connection, it refers to payment of retrenchment compensation to the worker. The Management would point out the offer made by them for payment of retrenchment compensation, was rejected and therefore they cannot be held responsible for not comply-

ing with the conditions. That apart it is the case of the Respondent that they are bound by M-5 and M-7 directions of the Government of India and therefore they cannot be charged with. The learned Authorised Representative for the Petitioner brought to my notice the decision reported in 1987--II--L.L.N. at page 20. Relying on this decision it is contended by the learned Authorised Representative that it is not obligatory on the part of the Respondent Bank to follow the directions contained under M-5 and M-7 namely that the vacancies in the Subordinate cadre should be notified to the employment exchange and all vacancies should be filled up through employment exchange alone and that absorption of persons in the subordinate cadre without referring the vacancies to the employment exchange should be terminated forthwith. In other words, in case of the Petitioner Union that without resorting through the Employment Exchange, the vacancies can be filled up on their own. This argument has considerable force as can be seen from the above decision. The Supreme Court has categorically held that there is no provision to the Employment Exchanges (Compulsory Notification of vacancies) Act 1959 which obliges an employer to make appointment through agency of the Employment Exchanges. It further held Section 4(4) of the Act on the other hand makes it explicitly cleared that the employer is under no obligation to recruit any person through employment exchanges to fill up vacancies merely because the vacancy has been notified under Section 4(1) or 4(2). In the face of Section 4(4), it is futile to argue that the Act imposes any obligation on the employer apart from the notifying the vacancies to the employment exchanges. The Act does not oblige any employer to employ those persons only who have been sponsored by the Employment Exchange. While the Government has perfect liberty to issue instructions to its own departments and organisations, provided the instructions did not contravene any constitutional provision or statute. These instructions cannot bind other bodies which are created by statute and it function under the authority of the statute. Thus the law having been unambiguously laid down, the learned Authorised Representative for the Union is justified in contending that Janardhanan ought to have been absorbed in service. In view of the law laid down, it is not open to the Respondent—Management to contend that they are bound by the instructions under M-5 and M-7 and therefore termination of service of Janardhanan is justified.

10. For these reasons it has to be found the termination of service of Janardhanan, Sub Staff is not justified. Hence this point is found in favour of the Petitioner—Union.

11. In the result, the Respondent is directed to reinstate Janardhanan with back wages, continuity of service and other attendant benefits within one month from the date of publication of this award.

Dated, the 12th day of June, 1989.

K. NATARAJAN, Industrial Tribunal
[No. L-12012/265/85-D.II(A)]

WITNESS EXAMINED

For Workman.—W.W.1—Thiru K. Janardhanan
(Workman).

For Management.—M.W.1—Thiru C. S. Sundarajan.

M.W.2—Thiru P. I. Basak.

DOCUMENTS MARKED

For workmen :

Ex. W-1/16-7-81—Letter from Management to workman regarding appointment as temporary sub-staff (copy).

W-2/17-11-83—Letter from Management to Workman terminating his appointment (copy.)

W-3/27-5-77—Letter from Management advising panel for the post of Sub-staff at Madras (copy).

W-4/2-5-81—Letter from Management advising panel for the post of Sub-staff at the Regional Manager's Office at Madras (copy).

W-5/15-5-85—Letter from Petitioner—Union to Regional Labour Commissioner, Madras raising dispute (copy).

W-6/16-8-85—Letter from the Petitioner—Union to the Assistant Labour Commissioner (C), Madras regarding termination of workman (copy).

W-7/9-9-85—Letter from Petitioner—Union to United Bank of India Employees' Association, Calcutta regarding withdrawal of scheme with regard to appointment of subordinate employee (copy).

For Management :

Ex. M-1/18-9-75—Letter from Madras Branch of the Management—Bank to Head Office regarding recruitment of sub-staff (Xerox copy).

M-2/12-12-75—Letter from Head Office of the Management Bank to Madras Branch Office mentioning names of the candidates from the panel for temporary appointment (Xerox copy).

M-3/15—16-12-75—Letter from Head Office of the Management—Bank calling for particulars regarding certain candidates in the panel (Xerox copy).

M-4/10-3-77—Letter from Head Office of the Management—Bank calling for particulars regarding certain candidates in the panel (Xerox copy).

M-5/30-9-78—Directions from Secretary to Government of India, Ministry of Finance to the Management—Bank to recruit candidates only through Employment Exchange (Xerox copy).

M-6/28-3-80—Letter from Head Office of the Management—Bank to the Madras Regional Office intimating Ex. M-5 (Xerox copy).

Ex. M-7/23-12-81—Reminder letter from Government of India, Ministry of Finance to the Management Bank (Xerox copy).

- M-8|2-5-81—Letter from Head Office of Management—Bank to the Management forwarding names from panel for temporary appointment of sub-staff (Xerox copy).
- M-9|25-6-81—Scheme for absorption of temporary staff (Xerox copy).
- M-10|15-7-81—Declaration given by the workman Thiru K. Janardhanan to the Management—Bank (Xerox copy).
- M-11|15-7-81—Letter from Management Bank to workman asked to report for duty as temporary sub-staff (Xerox copy).
- M-12|20-5-82—Advice of Head Office of the Management—Bank to the Management Bank on their Circular dated 25-6-1981 (Xerox copy).
- M-13|31-8-82—Advice of Head Office of the Management regarding implementation of Circular dated 25-6-1981 (Xerox copy).
- M-14|14—18-12-82—Section 9-A Notice regarding withdrawal of circular dated 25-6-1981 (Xerox copy).
- M-15|5-12-83—Objection from Head Office of the Management Bank for engagement of Thiru K. Janardhanan contrary to circular dated 25-6-1981 (Xerox copy).
- M-16|16-11-85—Letter from Regional Office of the Management Bank to the Assistant Labour Commissioner (C) Madras that Head Office is agreeable to pay retrenchment compensation (Xerox copy).
- M-17|19-11-85—Minutes of joint discussions held before Assistant Labour Commissioner (C), Madras (Xerox copy).
- M-18|26-11-85—Conciliation Failure Report (Xerox copy).
- M-19|25-8-77—Letter from Head Office of the Management—Bank to the Madras Branch Calling for certain particulars regarding Thiru K. Janardhanan (Xerox copy).
- M-20|7-11-86—Letter from the Secretary of Petitioner—Union seeking certain particulars regarding Thiru K. Janardhanan and the names of the sub-staff recruited after October 1983 and their dates of appointment (Xerox copy).
- M-21|11-11-86—Reply by the Management—Bank to Ex. M-20 (Xerox copy).

का.श्रा. 1940 :—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार केनरा बैंक के प्रबन्धकों के संबंध में नियोजकों और उनके कर्मचारियों के बीच, अनुबंध में निम्नलिखित औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण, नई दिल्ली के पंचाट को प्रकाशित करती है, जो केन्द्रीय सरकार को 25-7-89 को प्राप्त हुआ था।

S.O. 1940.—In pursuance of Section 17 of the Industrial Dispute Act, 1947 (14 of 1947), the Central Government hereby publishes the award of the Central Government Industrial Tribunal, New Delhi as shown in the Annexure in the industrial dispute between the employers in relation to the Canara Bank and their workmen, which was received by the Central Government on 25-7 1989.

ANNEXURE

BEFORE SHRI G. S. KALRA, PRESIDING OFFICER, CENTRAL GOVT. INDUSTRIAL TRIBUNAL, NEW DELHI

I.D. No. 41/87

In the matter of dispute between :

Shri Nand Kishore, A Block, 432-433 Gokalpuri, Shahdra, Delhi-94.

Versus

The Assistant General Manager,
Canara Bank, Marshal House,
Cannaught Place, New Delhi.

APPEARANCES :

Shri N. C. Sikri with Shri S. Ramji for the Management.

None for the workman

AWARD

The Central Government in the Ministry of Labour vide its Order No L-12012/402/86-D.II(A) dated 11th May, 1987 has referred the following industrial dispute to this Tribunal for adjudication :

“Whether the action of the management of Canara Bank (Earstwhile the Lakshmi Commercial Bank Ltd.) New Delhi in terminating the services of Shri Nand Kishore w.e.f. 15-9-1984 is justified? If not, to what relief the workman concerned is entitled?”.

2. The workman filed statement of claim on 14-9-1987 challenging his termination on various grounds mentioned therein. The Management filed written statement on 14-12-1987 controverting the claim and allegations of the workman and justifying its action as legal and valid. Thereafter the case was fixed for filing of rejoinder and documents by the workman. For this purpose the workman took ten adjournments. Thereafter the workman started absenting and did not put in appearance although the case was adjourned on 5 different dates. Therefore, it appears that the workman has lost interest in this dispute and does not want to pursue the same. Accordingly ‘no dispute’ award is given and this reference is disposed of accordingly.

G. S. KALRA, Presiding Officer.

[No. L-12012/402/86-D.II(A)]

N. K. VERMA, Desk Officer.

(केन्द्रीय भविष्य निधि आयुक्त का कार्यालय)

नई दिल्ली, 22 मई, 1989

का. भा. 1941:- जहाँ अनुसूची: 15 में उल्लिखित नियोजकों ने (जिसे इसमें इसके पश्चात् उक्त स्थापना कहा गया है) कर्मचारी भविष्य निधि और प्रकीर्ण उपग्रन्थ अधिनियम, 1952 (1952 का 19) की धारा 17 की उपधारा 2 (क) के अन्तर्गत छूट के लिए आवेदन किया है (जिसे इसमें इसके पश्चात् उक्त अधिनियम कहा गया है)।

चूँकि मैं, बी. एन. सोन, केन्द्रीय भविष्य निधि आयुक्त इस बात से संतुष्ट हूँ कि उक्त स्थापना के कर्मचारी कोई अलग अंशदान या प्रीमियम की अथवागी किये बिना जीवन बीमा के रूप में भारतीय जीवन बीमा निगम की सामूहिक बीमा स्कीम का लाभ उठा है जोकि ऐसे कर्मचारियों के लिए कर्मचारी निक्षेप महबूब बामा स्कीम, 1976 के अन्तर्गत (स्वीकार्य लाभों में अधिक अनुकूल है। (जिसे इसमें इसके पश्चात् स्कीम कहा गया है।)

अतः उक्त अधिनियम की धारा 17 का उपधारा 2 (क) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए तथा इसके साथ संलग्न अनुसूची में उल्लिखित शर्तों के अनुसार मैं, बी. एन. सोन प्रत्येक उक्त स्थापना का प्रत्येक के सामने उल्लिखित पिछले तारीख से प्रभावो जिस तिथि से उक्त स्थापना की क्षेत्रीय भविष्य निधि आयुक्त उक्त क्षेत्रीय कार्यालय, अमृतसर ने स्कीम की धारा 28 (7) के अन्तर्गत लाभ प्रदान की है, 3 वर्ष की अवधि के लिए उक्त स्कीम के संचालन की छूट देता हूँ।

अनुसूची-I

क्रम	स्थापना का नाम और पता	कोड संख्या	छूट की प्रभावी तिथि
(1)	(2)	(3)	(4)
1.	मैसर्स सन्त श्रास मेटल वर्क्स, जी. टी. रोड बार्दपास, पठानकोट चौराहे के पास, जालन्धर-144004.	पीएन/801	1-12-1986
2.	मै. दि हिन्द समाचार लिमिटेड, सिविल लाइन्स जालन्धर-144001.	पीएन/1200	1-9-1986
3.	मै. छूगर इंजिनियरिंग वर्क्स, इण्डस्ट्रियल एरिया के बाहर, जालन्धर-144004.	पीएन/1320	1-3-1987
4.	मै. हिन्द समाचार प्रिंटिंग प्रेस, सिविल लाइन्स, जालन्धर मिटी	पीएन/1784	1-10-1986
5.	मै. गोलडन न्यू इलेक्ट्रिकल इण्डस्ट्रीज प्रा. लिमिटेड, बी.एस.-14 चौक सोडल, इण्डस्ट्रियल एरिया, पोस्ट बॉक्स नं. 413, जालन्धर-144004	पीएन/2095	1-1-1987
6.	मै. मैक्स इलेक्ट्रो कार्पोरेशन, पठानकोट रोड, जालन्धर-144001	पीएन/2590	1-10-1987
7.	मै. एस. आर. इण्डस्ट्रीज, एम-30, इण्डस्ट्रियल एरिया, जालन्धर-144004.	पीएन/3772	1-3-1987
8.	मै. सील इण्डस्ट्रीज 44, वादा कालोनी, इण्डस्ट्रियल एरिया जालन्धर-144004.	पीएन/4779	1-6-1986

(1)

(2)

(3)

9. मै. ग्लोब ट्रेडर्स (प्रा.) लिमिटेड,

जी.टी. रोड, जालन्धर-144001 पीएन/5117 1-10-1986

(बागा बतकोदर की शाखाओं सहित)

10. मै. वाटर वाल्व वर्क्स, बर्सा बाबा

खेत, कपुरथला रोड, जालन्धर-144021 पीएन/-10491 1-8-1986

अनुसूची-II

1. उक्त स्थापना के संबंध में नियोजक (जिसे इसमें इसके पश्चात् नियोजक कहा गया है) संबंधित क्षेत्रीय भविष्य निधि आयुक्त, को ऐसी विवरणियाँ भेजेगा और एस लेखा रखेगा तथा निरीक्षक के लिए ऐसी सुविधाएँ प्रदान करेगा जो केन्द्रीय भविष्य निधि आयुक्त, समय-समय पर निदिष्ट करे।

2. नियोजक, एम निरीक्षण प्रचारों का प्रत्येक मास की समाप्ति के 15 दिन के भीतर संदाय करेगा जो केन्द्रीय सरकार, उक्त अधिनियम की धारा 17 की उपधारा (3-क) के अण्ड-क के अधीन समय-समय पर निदिष्ट करें।

3. सामूहिक बीमा स्कीम के प्रशासन, में, जिसके अन्तर्गत लेखाओं का रखा जाना, विवरणियों का प्रस्तुत किया जाना, बीमा प्रीमियम का संदाय लेखाओं का अन्तर निरीक्षण प्रचारों का संदाय आदि भी है, होने वाले सभी व्ययों का बहुत नियोजक द्वारा दिया जायेगा।

4. नियोजक, केन्द्रीय सरकार द्वारा अनुमोदित सामूहिक बीमा स्कीम के नियमों की एक प्रति और जब कभी उनमें संशोधन किया जाय, तब उस संशोधन की प्रति तथा कर्मचारियों की बहु संख्या की भाषा में उसकी मुख्य बातों का अनुवाद स्थापना के सूचना पट्ट पर प्रदर्शित करेगा।

5. यदि कोई ऐसा कर्मचारी जो कर्मचारी भविष्य निधि का या उक्त अधिनियम के अधीन छूट प्राप्त किसी स्थापना की भविष्य निधि का पहले ही सदस्य है, उसकी स्थापना में नियोजित किया जाता है तो, नियोजक सामूहिक बीमा स्कीम के सदस्य के रूप में उसका नाम तुरन्त दर्ज करेगा और उसकी अर्जन आवश्यक प्रीमियम भारतीय जीवन बीमा निगम की संदत्त करेगा।

6. यदि उक्त स्कीम के अधीन कर्मचारियों को उपलब्ध लाभ बढ़ाये जाते हैं तो नियोजक सामूहिक बीमा स्कीम के अधीन कर्मचारियों की उपलब्ध लाभों में समुचित रूप से वृद्धि किये जाने की व्यवस्था करेगा जिससे कि कर्मचारियों के लिए सामूहिक बीमा स्कीम के अधीन उपलब्ध लाभों से अधिक अनुकूल हो जो उक्त स्कीम के अधीन अनुज्ञेय हैं।

7. सामूहिक बीमा स्कीम में किसी बात के होते हुए भी यदि किसी कर्मचारी की मृत्यु पर इस स्कीम के अधीन संदेय राशि उस राशि से कम है जो कर्मचारी को उस वक्ता में संदेय होती जब वह उक्त स्कीम के अधीन होता तो, नियोजक कर्मचारी के विधिक वारिस/नाम निर्देशनों को प्रतिकर के रूप में दोनों राशियों के अन्तर बराबर राशि का संदाय करेगा।

8. सामूहिक बीमा स्कीम के उपबन्धों में कोई भी संशोधन संबंधित क्षेत्रीय भविष्य निधि आयुक्त के पूर्व अनुमोदन के बिना नहीं किया जायेगा और जहाँ किसी संशोधन के कर्मचारियों के हित पर प्रतिकूल प्रभाव पड़ेने की संभावना हो, वहाँ क्षेत्रीय भविष्य निधि आयुक्त अपना अनुमोदन देने से पूर्व कर्मचारियों को अपना दृष्टिकोण स्पष्ट करने का व्यक्तिगत अवसर देगा।

9. यदि किसी कारणवश स्थापना के कर्मचारी भारतीय जीवन बीमा-निगम की उस सामूहिक बीमा स्कीम के, जिसे स्थापना पहले अपना चुकी है अखीन नहीं रह जाता है या इस स्कीम के अधीन कर्मचारियों को प्राप्त होने वाले लाभ किसी रीति से कम हो जाते हैं तो यह रद्द की जा सकती है।

10. यदि किसी कारणवश नियोजक उस नियत तारीख के भीतर जो भारतीय जीवन बीमा निगम नियत करे, प्रीमियम का संदाय करने में असफल रहता है और पानिमी को व्ययगत हो जाने दिया जाता है तो, छूट रद्द की जा जाती है।

11. नियोजक द्वारा प्रीमियम के संदाय में किए गये किसी व्यतिक्रम की दशा में उन मूल सदस्यों के नामनिर्देशितों या विधिक वारिसों को जो यदि यह छूट न दी गई होती तो उक्त स्कीम के प्रत्यर्गत होते, बीमा लाभों के संदाय का उत्तरदायित्व नियोजक पर होगा।

12. उक्त स्थापना के संबंध में नियोजक इस स्कीम के अधीन आने वाले किसी सदस्य की मृत्यु होने पर उसके हकदार नामनिर्देशितों/विधिक वारिसों की बीमाकृत राशि का संदाय स्वरसा से और प्रत्येक दशा में भारतीय जीवन बीमा निगम से बीमाकृत राशि प्राप्त होने के सात दिन के भीतर सुनिश्चित करेगा।

[संख्या: 2/1959-ई.एल.आई./छूट/89/पार्ट-1/1673]

(Office of the Central Provident Fund Commissioner)

New Delhi, the 22nd May, 1989

S.O. 1941.—Whereas the employers of the establishments mentioned in Schedule I (hereinafter referred to as the said establishments) have applied for exemption under sub-section (2A) of Section 17 of the Employees' Provident Funds & Miscellaneous Provisions Act, 1952 (19 of 1952) (hereinafter referred to as the said Act),

And whereas, I, B. N. Som, Central Provident Fund Commissioner, is satisfied that the employees of the said establishments, are without making any separate contribution or payment of premium, in enjoyment of benefits under the Group Insurance Scheme of the Life Insurance Corporation of India in the nature of Life Insurance which are more favourable to such employees than the benefits admissible under the Employees' Deposit-Linked Insurance Scheme, 1976 (hereinafter referred to as the said Scheme);

Now, therefore, in exercise of the power conferred by sub-section (2A) of Section 17 of the said Act and subject to the conditions specified in Schedule II annexed hereto, I, B. N. Som, hereby exempt each of the said establishments with retrospective effect from the date mentioned against each from which date relaxation order under para 28(7) of the said Scheme has been granted by the R.P.F.C. & RO, Amritsar from the operation of the said scheme for and upto a period of three years.

SCHEDULE

Sl. No.	Name and address of the establishment	Code No.	Effective date of exemption
(1)	(2)	(3)	(4)
1.	M/s. Sant Brass Metal Works, G. T. Road, Bye Pass, Near Pathankot Chowk, Jalandhar-144004.	PN/801	1-12-1986
2.	M/s. The Hind Samachar Ltd., Civil Lines, Jalandhar-144001	PN/1200	1-9-1986

1	2	3	4
3.	M/s. Chaggar Engineering Works, Outside Industrial Area, Jalandhar-144004.	PN/1320	1-3-1987
4.	M/s. Hind Samachar Printing Press, Civil Lines, Jalandhar City	PN/1784	1-10-1986
5.	M/s. Golden View Electrical Industries Pvt. Ltd., B-S.14 Chowk Sodal Industrial Area, Post Box No. 413, Jalandhar-144004.	PN/2095	1-1-1987
6.	M/s. Mex Electro Corporation Pathankot Road, Jalandhar-144001.	PN/2590	1-10-1987
7.	M/s. S. R. Industries, M-30, Industrial Area, Jalandhar-144004.	PN/3772	1-3-1987
8.	M/s. Zeal Industries, 44, Dada Colony, Industrial Area, Jalandhar-144004.	PN/4779	1-6-1986
9.	M/s. Globe Tractors (P.) Ltd., G.T. Road, Jalandhar-144001 (with branches at Banga & Nakodar).	PN/5117	1-10-1986
10.	M/s. Water Valve Works, Basti Bawa Khal, Kapurthala Road, Jalandhar-144021.	PN/10491	1-8-1986

SCHEDULE—II

1. The employer in relation to each of the said establishment (hereinafter referred to as the employer) shall submit such returns to the Regional Provident Fund Commissioner concerned and maintain such accounts and provide such facilities for inspection, as the Central Provident Fund Commissioner may direct from time to time.

2. The employer shall pay such inspection charges as the Central Government may, from time to time, direct under clause (a) of sub-section (3A) of Section 17 of the said Act, within 15 days from the close of every month.

3. All expenses involved in the administration of the Group Insurance Scheme, including maintenance of accounts, submission of returns, payment of insurance premia, transfer of accounts, payment of inspection charges etc. shall be borne by the employer.

4. The employer shall display on the Notice Board of the establishment, a copy of the rules of the Group Insurance Scheme as approved by the Central Provident Fund Commissioner and, as and when amended, alongwith translation of the salient features thereof in the language of the majority of the employees.

5. Whereas an employee, who is already a member of the Employees' Provident Fund or the Provident Fund of an establishment exempted under the said Act, is employed in his establishment, the employer shall immediately admit him as a member of the Group Insurance Scheme and pay necessary premium in respect of him to the Life Insurance Corporation of India.

6. The employer shall arrange to enhance the benefits available to the employees under the Group Insurance Scheme appropriately, if the benefits available to the employees under the said Scheme are enhanced, so that the benefits available under the Group Insurance Scheme are more favourable to the employees than the benefits admissible under the said Scheme.

7. Notwithstanding anything contained in the Group Insurance Scheme, if on the death of an employee the amount payable under the Scheme be less than the amount that would be payable had the employee been covered under the said scheme the employer shall pay the difference to the nominee(s) legal heir(s) of the employee as compensation.

8. No amendment of the provisions of the Group Insurance Scheme shall be made without the prior approval of the Regional Provident Fund Commissioner concerned and where any amendment is likely to affect adversely the interest of the employees, the Regional Provident Fund Commissioner shall before giving his approval, give a reasonable opportunity to the employees to explain their point of view.

9. Where, for any reason, the employees of the said establishment do not remain covered under the Group Insurance Scheme of the Life Insurance Corporation of India as already adopted by the said establishment, or the benefits to the employees under this Scheme are reduced in any manner, the exemption shall be liable to be cancelled.

10. Where, for any reason, the employer fails to pay the premium etc. within the due date, as fixed by the Life Insurance Corporation of India, and the policy is allowed to lapse, the exemption shall be liable to be cancelled.

11. In case of default, if any made by the employer in payment of premium the responsibility for payment of assurance benefits to the nominee(s)/legal heir(s) of deceased members who would have been covered under the said Scheme but for grant of this exemption, shall be that of the employer.

12. Upon the death of the member covered under the Group Insurance Scheme the Life Insurance Corporation of India shall ensure prompt payment of the sum assured to the nominee(s)/legal heir(s) of the deceased member entitled for it and in any case within one month from the receipt of claim complete in all respect.

[No. 2/1959/D.I./Exempt'89'P. I]

नई दिल्ली, 14 जून, 1989

का.भा. 1942 :—जहाँ मैसर्स आन्ध्र प्रदेश राज्य रोड़ परिवहन नियम, लिमिटेड, मुर्गीबाद हैदराबाद (ए.पो.-295) में (जिसे इसमें इसके पश्चात् उक्त स्थापन कहा गया है) कर्मचारी भविष्य निधि और प्रकीर्ण उपबन्ध अधिनियम, 1952 (1952 का 19) की धारा 17 की उपधारा 2(क) के अन्तर्गत छूट के लिए आवेदन किया है। (जिसे इसमें इसके पश्चात् उक्त अधिनियम कहा गया है)।

चूंकि मैं, बी. एन. सोम, केन्द्रीय भविष्य निधि आयुक्त इस बात से संतुष्ट हूँ कि उक्त स्थापन के कर्मचारी कोई अलग अंशदान या प्रीमियम की भ्रमायगी किये बिना आन्ध्र प्रदेश राज्य रोड़ परिवहन निगम लि., कर्मचारी निक्षेप सहबद्ध बीमा स्कीम, 1985 का लाभ उठा रहे हैं, जोकि ऐसे कर्मचारियों के लिए कर्मचारी निक्षेप सहबद्ध बीमा स्कीम, 1976 के अन्तर्गत स्वीकार्य लाभों से अधिक अनुकूल है (जिसे इसमें उसके पश्चात् स्कीम कहा गया है)।

अतः, उक्त अधिनियम की धारा 17 की उपधारा 2(क) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए तथा भारत सरकार श्रम मंत्रालय की अधिसूचना संख्या एस-35014 (451-82-पी.एफ.-II) (एस. एस.-II) दिनांक 23-11-1987 के क्रम में मैं, बी.एन. सोम, केन्द्रीय भविष्य निधि आयुक्त उक्त स्थापना को 1-1-1988 से 31-12-1990 तक तीन वर्ष की और अवधि के लिए उक्त स्कीम के सभी उपबन्धों के संचालन में छूट देता हूँ।

अनुसूची

1. उक्त स्थापन के संबंध में नियोजक क्षेत्रीय भविष्य निधि आयुक्त आन्ध्र प्रदेश ऐसी विवरणियाँ भेजेगा और ऐसे लेखा रखेगा तथा निरीक्षण के लिए ऐसी सुविधाएं प्रदान करेगा जो केन्द्रीय भविष्य निधि आयुक्त समय-समय पर निश्चित करें।

2. नियोजक, ऐसे निरीक्षण प्रभारों का प्रत्येक मास की समाप्ति के 15 दिन के भीतर संदाय करेगा जो केन्द्रीय सरकार, उक्त अधिनियम की धारा 17 की उपधारा (3-क) के खंड-क के अधीन समय-समय पर निश्चित करें।

3. आन्ध्र प्रदेश रोड़ परिवहन निगम, कर्मचारी निक्षेप सहबद्ध बीमा स्कीम, 1985 के प्रशासन में, जिसके अन्तर्गत लेखाओं का रखा जाना, विवरणियों का प्रस्तुत किया जाना, बीमा प्रीमियम का संदाय, लेखाओं का अन्तर्गण निरीक्षण प्रभारों का संदाय आदि भी है, होने वाले सभी व्ययों का वहन नियोजक द्वारा दिया जायेगा।

4. नियोजक, केन्द्रीय सरकार-केन्द्रीय भविष्य निधि आयुक्त द्वारा अनुमोदित आन्ध्र प्रदेश राज्य रोड़ परिवहन निगम कर्मचारी निक्षेप सहबद्ध बीमा स्कीम, 1985 के नियमों की एक प्रति और जब कभी संशोधन उनमें किया जाय, तब उस संशोधन की प्रति तथा कर्मचारियों की बहु संख्या की भाषा में उसकी मुख्य बातों का अनुवाद स्थापना के सूचना पट्ट पर प्रदर्शित करेगा।

5. यदि कोई ऐसा कर्मचारी जो, कर्मचारी भविष्य निधि का या उक्त अधिनियम के अधीन छूट प्राप्त किसी स्थापना की भविष्य निधि का पहले ही सदस्य है, उसकी स्थापना में नियोजित किया जाता है तो, नियोजक आन्ध्र प्रदेश रोड़ परिवहन निगम कर्मचारी निक्षेप सहबद्ध बीमा स्कीम में उसका नाम गुरस्त वर्ज करेगा।

6. यदि उक्त स्कीम के अधीन कर्मचारियों की उपलब्ध लाभ बढ़ाये जाते हैं तो नियोजक आन्ध्र प्रदेश राज्य रोड़ परिवहन निगम, कर्मचारी निक्षेप सहबद्ध बीमा स्कीम 1985 के अधीन कर्मचारियों की उपलब्ध लाभों में समुचित रूप से वृद्धि किये जाने की व्यवस्था करेगा जिससे कि कर्मचारियों के लिए आन्ध्र प्रदेश राज्य रोड़ परिवहन निगम, कर्मचारी निक्षेप सहबद्ध बीमा स्कीम 1985 के अधीन उपलब्ध लाभों से अधिक अनुकूल हो जा उक्त स्कीम के अधीन अनुक्रम है।

7. आन्ध्र प्रदेश, राज्य रोड़ परिवहन निगम, कर्मचारी निक्षेप सहबद्ध बीमा स्कीम, 1985 में किसी बात के होते हुए भी यदि किसी कर्मचारी की मृत्यु पर इस स्कीम के अधीन संदेय राशि उस राशि से कम है जो कर्मचारी की उस वषा में संदेय होती जब वह उक्त स्कीम के अधीन होता तो नियोजक कर्मचारी के विधिक वारिस/नाम निर्धारितों की प्रतिभार के रूप में वही राशियों के अन्तर के बराबर राशि का संदाय करेगा।

8. आन्ध्र प्रदेश राज्य रोड़ परिवहन निगम कर्मचारी निक्षेप सहबद्ध बीमा योजना 1985, सामूहिक बीमा स्कीम के उपबन्धों में कोई भी संशोधन क्षेत्रीय भविष्य निधि आयुक्त आन्ध्र प्रदेश के पूर्व अनुमोदन के बिना नहीं किया जायेगा और जहाँ किसी संशोधन से कर्मचारियों के हित पर प्रतिकूल प्रभाव पड़ने का संभावना हो, वहाँ क्षेत्रीय भविष्य निधि आयुक्त अपना अनुमोदन देने में पूर्व कर्मचारियों का अपन, दृष्टिकोण स्पष्ट करने का सुनिश्चित अवसर देगा।

9. यदि किसी कारणवश स्थापना के कर्मचारी आन्ध्र प्रदेश राज्य रोड़ परिवहन निगम कर्मचारी निक्षेप सहबद्ध बीमा स्कीम 1985 के, जिसे स्थापना नहीं अपना चुका है अधीन नहीं रह जाता है या इस स्कीम के अधीन कर्मचारियों की प्राप्ति हानि वाले ल.म किसी गति से कम हो जाते हैं तो यह रह जा ज, सकतो है।

10. आन्ध्र प्रदेश राज्य रोड परिवहन निगम कर्मचारी निक्षेप सहबद्ध बीमा स्कीम, 1985 के अन्तर्गत बीमाकृत लाभों को श्रमयोगी के उद्देश्य के लिए नियोजित भारतीय स्टेट बैंक में निक्षेप शीर्ष के अन्तर्गत (जो आन्ध्र प्रदेश राज्य रोड परिवहन निगम, कर्मचारी निक्षेप सहबद्ध बीमा निधि कहलाएगा)। सात लाख रुपये की राशि जमा कराया जा और नियोजित। समय-समय पर इस की कमी को पुनः पूरा करने की सुनिश्चित करेगा, ताकि निधि में किसी भी समय सात लाख से यह राशि कम न हो। जहाँ किसी भी कारण से नियोजित। उक्त निधि की पुनः पूर्ति करने में असफल है और यह राशि सात लाख रुपये से कम हो जाती है तो इस छूट को रद्द कर दिया जायेगा।

11. नियोजक द्वारा प्रीमियम के संदाय में किये गये किसी व्यक्ति कम की दशा में उन मृत सदस्यों के नाम निर्देशितों या विधिक वारिसों को जो यदि यह छूट न दी गई होती तो उक्त स्कीम के अन्तर्गत होते बीमा लाभों के संदाय का उत्तरदायित्व नियोजक पर होगा।

12. उक्त स्थापना के संबंध में नियोजक इस स्कीम के अधीन आने वाले किसी सदस्य की मृत्यु होने पर उसके हकदार नाम निर्देशितों/विधिक वारिसों को बीमाकृत राशि का संदाय तत्परता से और प्रत्येक दशा में पूर्ण दावा के साथ होने पर बीमाकृत राशि एक माह के भीतर सुनिश्चित करेगा।

[सं. 2/841/82-डी.एल.आई./बाल्यम-ज/2389]

बो. एन सोम, केन्द्रीय प्रविण्य निधि प्रायुक्त

New Delhi, the 14th June, 1989

S.O. 1942.—Whereas Messrs Andhra Pradesh State Road Transport Corporation Ltd., Musheerabad, Hyderabad (AP/295) (hereinafter referred to as the said establishment) have applied for exemption under sub-section (2A) of Section 17 of the Employees' Provident Funds & Miscellaneous Provisions Act, 1952 (19 of 1952) (hereinafter referred to as the said Act).

And, whereas, I, B. N. Som, Central Provident Fund Commissioner is satisfied that the employees of the said establishment are, without making any separate contribution or payment of premium, in enjoyment of benefits under the Andhra Pradesh State Road Transport Corporation Employees' Deposit Linked Insurance Scheme, 1985 in the nature of Life Insurance, which are more favourable to such employees than the benefits admissible under the Employees' Deposit Linked Insurance Scheme, 1976 (hereinafter referred to as the said Scheme);

Now, therefore, in exercise of the powers conferred by sub-section (2A) of Section 17 of the said Act and in continuation of the Government of India in the Ministry of Labour, notification No. S-35014/451/82-PF.II(SS II) dated 23-11-1987 and subject to the conditions specified in the Schedule annexed hereto, I, B. N. Som, Central Provident Fund Commissioner hereby exempt the establishment from the operation of all the provisions of the said Scheme for a further period of three years with effect from 1-1-1988 to 31-12-1990.

SCHEDULE

1. The employer in relation to the said establishment shall submit such returns to the Regional Provident Fund Commissioner, Andhra Pradesh, maintain such accounts and provide such facilities for inspection, as the Central Provident Fund Commissioner may direct from time to time.

2. The employer shall pay such inspection charges as the Central Government may, from time to time, direct under clause (a) of sub-section (3-A) of Section 17 of the said Act, within 15 days from the close of every month.

3. The expenses involved in the administration of the Andhra Pradesh State Road Transport Corporation Employees' Deposit Linked Insurance Scheme, 1985, including maintenance of accounts, submission of returns, payment of insurance premium, transfer of accounts, payment of inspection charges, etc. shall be borne by the employer.

4. The employer shall display on the Notice Board of the establishment, a copy of the rules of the Andhra Pradesh State Road Transport Corporation Employees' Deposit Linked Insurance Scheme, 1985, as approved by the Central Government/Central Provident Fund Commissioner and, as and when amended, alongwith a translation of the salient features thereof, in the language of the majority of the employees.

5. Whereas, an employee, who is already a member of the Employees' Provident Fund or the Provident Fund of an establishment exempted under the said Act, is employed in his establishment, the employer shall immediately enrol him as a member of the Andhra Pradesh State Road Transport Corporation Employees' Deposit Linked Insurance Scheme, 1985.

6. The employer shall arrange to enhance the benefits available to the employees under the Andhra Pradesh State Road Transport Corporation Employees' Deposit Linked Insurance Scheme, 1985 appropriately, if the benefits available to the employees under the said Scheme are enhanced, so that the benefits available under the Andhra Pradesh State Road Transport Corporation Employees' Deposit Linked Insurance Scheme, 1985 are more favourable to the employees than the benefits admissible under the said Scheme.

7. Notwithstanding anything contained in the Andhra Pradesh State Road Transport Corporation Employees' Deposit Linked Insurance Scheme, 1985, if on the death of an employee, the amount payable under this Scheme be less than the amount that would be payable had the employee been covered under the said Scheme, the employer shall pay the difference to the legal heir(s)/nominee(s) of the employee as compensation.

8. No amendment of the provisions of the Andhra Pradesh State Road Transport Corporation Employees' Deposit Linked Insurance Scheme, 1985 shall be made without the prior approval of the Regional Provident Fund Commissioner, Andhra Pradesh and where any amendment is likely to effect adversely the interest of the employees, the Regional Provident Fund Commissioner shall before giving his approval, give a reasonable opportunity to the employees to explain their point of view.

9. Where, for any reason, the employees of the said establishment do not remain covered under the Andhra Pradesh State Road Transport Corporation Employees' Deposit Linked Insurance Scheme, 1985, as already adopted by the said establishment, or the benefits to the employees under this Scheme are reduced in any manner, the exemption shall be liable to be cancelled.

10. For the purpose of payment of assurance benefits under the Andhra Pradesh State Road Transport Corporation Employees' Deposit Linked Insurance Scheme, 1985, the employer shall deposit a sum of rupees seven lakhs in the State Bank of India under suitable entitlement (to be called Andhra Pradesh State Road Transport Corporation Deposit Linked Insurance Fund) and the employer shall ensure by replenishment of the shortfall from time to time so that at no time the amount in the fund is less than rupees seven lakhs. Where for, any reason, the employer fails to replenish the said fund and the amount thereof is less than rupees seven lakhs, the exemption is liable to be cancelled.

11. In case of default, if any made by the employer in payment of premium, the responsibility for payment of assurance benefits to the nominee(s) or the legal heir(s) of deceased members who would have been covered under the said Scheme but for grant of this exemption, shall be that of the employer.

12. Upon the death of the members covered under the Scheme, the employer in relation to the said establishment shall ensure prompt payment of the sum assured to the nominee(s)/legal heir(s) of the deceased member entitled for it and in any case within one month from the receipt of claim complete in all respect.

[No. 2/841/82-DLI/Vol.I/2389]

B. N. SOM, Central Provident Fund Commissioner.